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Current Topics.

The Times Law Reports.

THERE HAS, we believe, been an impression that the *Times* reports were no longer the work of barristers, though it was known that they were produced under expert supervision. In a recent case Mr. Justice RIDLEY stated that this was his own understanding, but a barrister present at once said that he was there to report for the *Times*, and since then the *Times* has published a formal notice that its reports "are still, as they always have been, written by a barrister, and supervised by a barrister." Of course, in common with the rest of the legal world, we have received great assistance from the reports in the *Times*, and we are glad to take this opportunity of acknowledging our indebtedness. And we know that, for citation in court, custom demands that reports should be the work of barristers. But, so far as the utility of the reports goes, we should not have been surprised had the rumour been correct. We can quite conceive that expertness in reporting is for this purpose more important than expertness in law. The main thing is judgment and accuracy in the reports. The *Times*, we may observe, has in the last two or three years taken to relegating cases—often of special interest—to the Financial Supplement, and there is a danger of their being missed. But even the Financial Supplement furnishes, like a haggis, some fine miscellaneous feeding, and it is wise to browse there as well as in the regular columns.

Theatre Queues.

THERE ARE two views as to the proper way of dealing with obstruction to the highway by theatre-goers, and these are reflected in the divergent judgments of the Court of Appeal in *Lyons, Son & Co. v. Gulliver* (*Times*, 13th inst.). One view is that the obstruction is a nuisance to be dealt with by injunction against the managers of the theatre; the other, that it is a matter for police regulation. The former view was adopted in *Barber v. Penley* (1893, 2 Ch. 447), when "Charlie's Aunt" was the cause of the trouble, and it has prevailed with a majority of the Court of Appeal (COZENS-HARDY, M.R., and SWINFEN EADY, L.J. in the present case, which was concerned with the crowds

waiting for admission to the Palladium in London. But PHILLIMORE, L.J., took the view that it was a matter for police regulation, and that the remedy for the aggrieved neighbour was to require the police to form the crowd into a queue so as not to obstruct his premises. This, no doubt, may be a convenient procedure, but we doubt whether the existence of a police force deprives a man of his ordinary right to the unobstructed use of the highway, and to the assistance of the courts in securing it.

After-acquired Property of Bankrupt.

AMONGST THE matters mentioned in the current number of the Law Society's Gazette, is the success of the Council in procuring the alteration of the Bankruptcy Bill—now the Bankruptcy Act, 1913—so as to preserve the existing law with regard to after-acquired personal property of a bankrupt, and at the same time bring the law as to real property into line with it. A bankrupt, according to the doctrine of *Cohen v. Mitchell* (25 Q.B.D. 258, C.A.), could deal with personal property until the trustee intervened to claim it. The purchaser must act *bona fide*, but it was immaterial that he had knowledge of the bankruptcy. This, however, did not apply to real property (*Re New Land, &c., Association v. Gray*, 1892, 2 Ch. 138), though it did apply to leaseholds: *Re Clayton and Barclay's Contract* (1895, 2 Ch. 212). The Bankruptcy Bill, as introduced by the Board of Trade, proposed, indeed, to put real and personal property on the same footing, but to invalidate a purchase with knowledge of the bankruptcy. This would have rendered the law still more unsatisfactory than before, and section 11 of the Act does not contain the requirement of the Bill that the purchase shall be "without knowledge of the bankruptcy." It runs: "All transactions by a bankrupt with any person dealing with him *bona fide* and for value in respect of property whether real or personal, acquired by the bankrupt after adjudication shall, if completed before any intervention by the trustee, be valid against the trustee," and any estate vested in the trustee will be divested. The Council are to be congratulated upon the success of their representations in regard to this provision.

The Decision in *Hewson v. Shelley*.

THE LAW Society's Gazette also refers to inquiries which the Council have received as to steps to be taken to avoid the effect of *Hewson v. Shelley* (1913, 2 Ch. 384; 57 SOL. JOUR. 717) under which no purchase from an administrator is safe. That case is under appeal, but the Council have suggested the inclusion in the Real Property Bill of a clause dealing with the matter, and evidently no time has been lost, for in the annotated print of the Bill (p. 59) the following additional sub-clause to Part V., clause 58, is suggested:—

"Where probate or letters of administration, granted either before or after the commencement of this Act, are revoked, such revocation shall (without prejudice to any Order of the Court made before the commencement of this Act) operate without prejudice to any title or right which would have been acquired by a purchaser from the personal representative if the grant had not been revoked."

Meanwhile, a correspondent, whose letter we print elsewhere, points out that in Yorkshire the danger can be avoided by registering an affidavit of intestacy under section 12 of the Yorkshire Registries Act, 1884, and then an assurance for valuable consideration made in the supposed intestacy has priority over any will. It is easy, of course, to devise means to avoid injustice in the future; but the misfortune for the party affected in this particular case remains.

Privity of Contract.

THE DECISION of the House of Lords in *Ramsden & Carr v. J. Chessum & Sons* (reported elsewhere), dealt with an important question on building contracts. A firm of builders entered into a contract to erect a picture theatre in Oxford Street for a cinematograph company. One of the conditions was that the architect, acting for the building-owner, should select the tradesmen who were to supply the materials to be used in the building operations. A tradesman, acting on this architect's order, delivered door-handles at the works, where in due course the builders made

use of them. A dispute arose between building-owner and builders as to which of the two was liable under the contract to pay for the door-handles; and in the event the tradesman sued the architect who gave him the order, and alternatively the builder who used the handles. He did not sue the building-owner, apparently because the latter had already paid the builder, on the architect's certificate, a sum of £1,500, which, it was contended, included the sum of £142 as the price of the door-handles. On these facts, HAMILTON, J., before whom the case came as first instance judge, might have found as a fact either that (1) the architect acted as the builders' agent in ordering the goods, or (2) the sum paid by the owner to the builder in fact included the sum due to the plaintiff for his door-handles. Had he found either of these facts, it would have followed that the builders were liable to the plaintiff either as (1) the principals in the contract of sale, or (2) trustees for the plaintiff of the money paid for his goods by the building-owner. In the former case they would be liable to the handle-merchant in an action for the price of goods sold and delivered; in the latter in an action for money had and received. But the learned judge expressly found for the builders on both these contentions; yet he held that they must pay for the goods delivered to them "since they had accepted delivery and used them." The Court of Appeal reversed this decision by a majority, but the House of Lords re-tore it unanimously. "If A brings goods to B," said the Lord Chancellor, "to be used upon work which B is doing, and B knows that those goods are not brought as a gift, but are meant to be paid for, and B then uses the goods on his work, the inference is that there is an implied promise on the part of B to pay for the goods." But surely this doctrine overlooks one point. B may know that the goods are meant to be paid for by X, and use them on that understanding. Surely in that case the contract is between A and X, not A and B!

Equities on a Transfer of Mortgage.

AN INTERESTING application of the rule that a transferee of a mortgage takes subject to any equities between the mortgagee and the mortgagor was made by the Court of Appeal in *De Lisle v. Union Bank of Scotland* (Times, 12th inst.) So far as regards the mortgage debt the rule is the same as that which applies to the transfer of choses in action generally; so far as regards the mortgage security it follows from the fact that the mortgage is incident to and cannot extend beyond the debt. "The transferee can only hold the property as security for repayment of the amount properly due from the mortgagor to the mortgagee at the date of assignment, allowing for any claims which the mortgagor may on his side have against the mortgagee and which are part of the mortgage transaction" (Laws of England, Vol. 21, p. 178; *Norrish v. Marshall*, 5 Madd. 475). In the present case the plaintiff borrowed £4,000 from his solicitor on mortgage of a wharf and on transfer of £3,000 Grand Trunk debenture stock as collateral security. It was understood that the solicitor would raise the £4,000 from his bank by sub-mortgage, and subsequently the debenture stock was, at the solicitor's instance transferred to trustees for the bank in pursuance of a memorandum addressed to the bank and signed by the plaintiff that it was to be held as collateral security for the bank's advances to the solicitor's firm. The solicitor represented to the plaintiff that he would be able to redeem for £4,000. In 1911 the solicitor sub-mortgaged the wharf to the bank to secure a sum largely in excess of £4,000, and subsequently became bankrupt. The bank claimed to hold the debenture stock and the mortgage as separate securities; but this ignored the fact that at the time when they took the sub-mortgage of the wharf the plaintiff was entitled against the solicitor to treat the two securities as covering only a single debt. Under the terms of the memorandum the bank were entitled to take the full value of the stock, but this had to be written off the £4,000, and the mortgage could be held only as security for the balance.

The Monroe Doctrine.

IN AN interesting letter which we print elsewhere, a correspondent has criticized one aspect of the Monroe Doctrine as

explained by us in our last issue. That doctrine, we pointed out, was laid down in 1823 by President MONROE at the invitation of CANNING; and was intended to be a declaration that the United States intended to preserve inviolate the forms of Republican Government wherever existing on the American Continent. It would neither itself interfere with them nor permit the control of or interference with them by European Governments—at that date, with the exception of Switzerland, all monarchies and most of them despotisms. The corollary of this doctrine, we concluded, is that the United States should itself interfere, when the rights of European powers are flouted by Latin-American States, to secure the proper recognition of international obligations by these latter. In other words, the United States must police the New World, outside the Dominion of Canada. Now our correspondent suggests that this neither is nor was the true inwardness of the Monroe Doctrine. It was never really intended to preserve democratic liberties in the New World, but merely to secure for America a safe seaboard. For the United States has an Atlantic and a Pacific seaboard divided, until the construction of the Panama Canal, by the whole extent of the South American coast. There were only two ways in which ships could sail from Boston to San Francisco: one, round the North of Canada, is the impracticable North-West Passage, the discovery of which cost Franklin and a host of intrepid explorers their lives; the other is right round South America. While this state of things continued, the United States was vitally interested in seeing that no European or Great Power sat down in strength along the lines of the South American coast—the route from her Atlantic to her Pacific seaboard. But since the construction of the Panama Canal all this is changed. The sea-route from West to East or East to West will now be round the Mexican coast and across the canal; America has no longer a strategic interest in South America, but she has a greatly increased interest in Mexico and Central America. Hence, our correspondent holds that the Monroe Doctrine, as he conceives it, is changing with the changed conditions resulting from the construction of the canal. It is no longer a claim to police South America; it is now a claim to dominate and ultimately annex Mexico. In other words, it is a political doctrine analogous to that maxim of British Foreign policy which makes us vitally interested in the control of Egypt—because the Suez Canal is our route from the British Isles to India.

The Doctrine of Paramount Powers.

NOW, FROM the purely political point of view, our correspondent's opinion has much to be said for it. But as an exposition of the Monroe Doctrine, regarded as a doctrine of International Law, we must say that we see no foundation for it, either historically or in the accepted principles of the law of nations. As a matter of history, the claim of the United States was not based by President MONROE, ABRAHAM LINCOLN, or by CLEVELAND, on any theory of the "divided seaboard." It was based on America's claim to be Paramount Power in the New World, just as the Congress of Europe is in the Old World. In a standard law-book, Professor LAWRENCE'S well-known treatise on the Principles of International Law, this doctrine of "Paramount Power" is explained, with great learning and lucidity, in Part II. Chapter IV. He begins by quoting the doctrine of all publicists since GROTIUS, that all independent States are equal in the eyes of International Law; and then he shews the qualifications with which this doctrine has been in practice received by courts and chancelleries (section 134). He points out that in every continent there are some States so small or backward, when compared with their neighbours, that in order to secure order and to prevent perpetual attacks on their independence, one or more Great Powers has always claimed a hegemony over the continent, and has refused to permit territorial re-adjustments which it does not sanction. In Europe, the six Great Powers—formerly five—have enjoyed this hegemony as a joint possession ever since the Congress of Europe was constituted in 1815 to reconstruct the old Europe, whose landmarks Napoleon, in his volcanic career, had swept away (section 135). Since 1823, a similar hegemony in America has been conceded to the United States as the result of

the Monroe Doctrine (section 136). These two claims have been tacitly agreed to by the civilized world, and are the two chief illustrations of this doctrine as to the paramountcy of particular Great Powers in particular spheres; but they are not the only examples of it. England has long claimed to be Paramount Power in South Africa, and even before the Transvaal and the Orange Free State lost their independence, England's claim to forbid their alliance with other European powers was recognized by all other States. In Persia, quite recently, a similar claim to joint paramountcy, by England and Russia, has recently been assented to by all civilized States. It is, we believe upon this well-known principle accepted by publicists, and not upon any political theory of divided seaboard—as to which International Law is silent—that the Monroe Doctrine has its foundation in legal theory.

Habitual Criminals.

THE PROVISIONS of the Prevention of Crime Act, 1908, under which a prisoner convicted of a crime on indictment is liable to be tried for the offence of being an "habitual criminal," has led to some difficulty in ascertaining the meaning of this phrase, and the nature of the evidence required to secure conviction for the supplemental or statutory crime. To constitute the crime it must be shown that the prisoner has, since attaining the age of sixteen, been at least three times convicted, and "that he is leading persistently a dishonest or criminal life" (Prevention of Crime Act, 1908, s. 10 (2) (a)). In *R. v. Martin* (7 Cr. App. Cas. 227) it was held that a man might be an habitual criminal within the meaning of this provision notwithstanding that during part of the period since his last release from prison he had been doing honest work. The idea apparently was that he had the intention of relapsing all the time, and was only waiting for a favourable opportunity of going back to a life of crime. But in *Re Mitchell* (7 Cr. App. Rep. 283) it was held that there must be positive evidence on which the jury can find that the prisoner has been leading persistently a dishonest life. This cannot be inferred from the multitude of previous convictions, or, if he has been let out on licence, from his failure to report himself to the police. And in the recent case of *R. v. Young* (Times, 11th inst.) it has been again laid down that the onus of proof is on the prosecution. Notwithstanding previous convictions, it is not for the prisoner to satisfy the jury that he is leading an honest life; it is for the Crown to prove the contrary. In face of these decisions it may be doubted whether *R. v. Martin* (supra) is now good law. Moreover, in *R. v. Brown* (reported elsewhere) it has been held that the time to be considered is the period immediately preceding conviction for the principal crime, not that preceding its commission; and that the fact of hiding from justice is not evidence of leading a criminal life if, in fact, the prisoner has been honestly employed. In both these last cases the Crown had not discharged the burden of proof of the statutory crime, and the sentence of preventive detention was quashed.

Circular Notes.

MEMBERS of the legal and other professions who return from a holiday on the Continent have occasionally had the painful experience of losing by theft or accident the money which they had taken with them for the expenses of the journey. Cheques are not always accepted by foreign hotel-keepers in payment of what is due to them, and the use of bank notes is attended with serious risk. Well known barristers and even members of the Bench have had their pockets explored in crowded railway stations, with the total loss of Bank of England notes to a large amount. The way of safety can generally be found in the use of circular notes, but it is a curious fact that these instruments are not used or understood by many of those who travel abroad. The notes are usually for £10 each, and are issued by banks, signed by the bank's manager and addressed to the bank's correspondents abroad, under the general description of "the bankers mentioned in our letter of indication." The note informs these correspondents that this letter of indication will be handed to them by a person whose signature they will find in the letter of indication, and they are requested to pay him the

amount of the note in return for his draft on the bank. This draft is indorsed on the back of the note with a blank for the name of the drawer. The letter of indication, a separate document, gives the names of the foreign correspondents and requests them to cash the notes in exchange for the receipt of the bearer. The bearer of the letter of indication is requested to insert his usual signature in the blank space at the foot of the letter as a precaution against forgery should the circular notes fall into improper hands, and also to be careful to keep the letter of indication apart from the notes. This last recommendation is unfortunately not always followed. The letter of indication is often carried in the same pocket book or portmanteau with the circular notes, so that all are liable to be involved in one loss.

Lost Notes.

CASES relating to the loss of circular notes may be divided into two classes. First, where the notes, though lost with or without the letter of indication, have not been cashed by any of the correspondents of the bank, and there is only the risk that they may at some time be presented and cashed. In such a case it may be assumed that the bank would refund the amount received for the notes upon obtaining a proper indemnity against any consequences of their loss. Secondly, where the notes, after getting into improper hands, have been presented and paid. In such a case it would seem that an omission to keep the letter of indication separate from the notes might, if it led to the loss, be a breach of a material part of the contract under which they were issued, and that the bank could repudiate any liability. In *Conflans Quarry Co. v. Parker* (L. R. 3 C. P. 1) it is stated that the correspondent who cashes a circular note ought to, and commonly does for his own protection, look at the letter of indication for the purpose of identifying the holder of the circular note, but his doing so is not made a condition precedent. And it is well known by Englishmen who resort to foreign hotels that the hotel-keeper, after they have signed the draft on the back of the note, will receive it as cash without any inquiry for the letter of indication. The hotel-keeper has probably dealings with a bank which will run the risk of his not being the lawful holder of the note. But a case might well arise where the loser of the note might reasonably contend that the omission on the part of the correspondent of his bank to ask for the letter of indication had been the proximate cause of an irregular payment, and that the bank should be fully responsible for this irregularity. The point has not, we believe, been decided.

Measure of Indemnity in Marine Insurance.

A COSTLY fight upon an extremely small point, both of principle and in value, came before PICKFORD, J., in *Anstey v. Ocean Marine Insurance Co.* (ante, p. 49). The master of a ship had effected a policy of marine insurance for a period of twelve months upon "captain's effects." The insurance was against total loss only, the amount insured for was £100, and the policy was unvalued. While the ship lay at Baltimore during the twelvemonth the master went ashore, and in his absence the ship was blown up by an explosion, which totally destroyed her. The value of the captain's effects at the date of the insurance had been about £201, but at the date of the explosion he had taken ashore about £10 worth of them, and so only £191 worth were destroyed. Now, it is a well-known principle of insurance law that when goods are insured for a sum less than their value on an unvalued policy, and the loss exceeds that value but does not extend to all the goods, the assured cannot recover the whole amount for which he has insured. He can only recover a sum which bears the same proportion to that amount as the value of the goods lost bears to their total value. Thus, if a building worth £1,000 is insured for £600, and damage to the extent of £800 is done, the owner cannot recover £600, but only the proportion of £600 that £800 bears to £1,000, i.e. £480. In the present case a question arose as to the application of this principle. Ought the captain's effects which he had taken on shore with him to be regarded as part of the subject-matter of the policy at the time of the loss? If so, then there had

been, not a loss of the whole subject-matter, but only of £191 worth of goods out of £201 worth, so that the master could claim only such proportion of £100 as £191 bears to £201. If not, then he could claim the whole £100. PICKFORD, J., took the former view, on the ground that the removal of the goods taken on shore, being merely for a temporary purpose, did not withdraw them from the category of "captain's effects"; they were still constructively on board ship at the date of the loss.

The Limits of a Man's Right to Carry on Business in His Own Name.

THE recent cases of *Teofani & Co. (Limited) v. Athanasius Teofani* (57 SOLICITORS' JOURNAL, p. 686; 30 R. P. C. 446), and *John Brinsmead & Sons (Limited) v. Edward George Stanley Brinsmead* (57 SOLICITORS' JOURNAL, p. 716; 30 R. P. C. 493), are interesting reading, particularly as they involve the question how far a man can be restrained from carrying on business in his own name. The first mentioned case came before the Second Division of the Court of Appeal, and the second case before the First Division, so that the cases were heard by different judges. In the *Teofani case*, TEOFANI & CO. (LIMITED), a well-known firm of cigarette makers, brought a passing-off action against ATHANASIOS TEOFANI, who was selling "A. Teofani's Non-Soluk Cigarettes." WARRINGTON, J., granted an injunction, and this was affirmed by the Court of Appeal. In the *Brinsmead case*, JOHN BRINSMEAD & SONS, who are well-known pianoforte makers, brought a passing-off action against EDWARD GEORGE STANLEY BRINSMEAD, who was selling his pianos with his full name placed on the fall in rather a peculiar way, i.e., "Stanley Brinsmead" was in script; in the loop of the S was "Edward" in very small capitals, and in the tail of the S was "George" in the same style (see 30 R. P. C. 498). The action was dismissed, and on appeal the dismissal was affirmed. In the *Brinsmead case* the plaintiffs made a charge of conspiracy against the defendant, which failed, but with this exception their sole ground of complaint against the defendant was his use of his own name, and this was also the sole ground of complaint in the *Teofani case*.

In both cases the main line of defence was the same, i.e., that the defendant had a right to trade in his own name and to put his own name on his goods, and that having done nothing more than this he could not be restrained. Why, then, did the plaintiffs succeed in the one action and fail in the other? The plaintiffs failed in the *Brinsmead case* because, the onus being on them, they did not establish that the use which the defendant made of his own name on his pianos was calculated to deceive. The plaintiffs in the *Teofani case* succeeded because the Court of Appeal came to the conclusion that, under the circumstances of the case, what the defendant had done was not only calculated to deceive but was intended to deceive; so the court upheld the injunction granted at the trial, which was not an injunction restraining the defendant from carrying on the business of a cigarette maker under his own name, but an injunction restraining him from "selling or offering for sale cigarettes as A. Teofani's cigarettes or otherwise marking his goods with the name TEOFANI, either with or without other names, without clearly distinguishing such cigarettes from the cigarettes of the plaintiffs." It is worth noticing that when this case came before PARKER, J., on a motion for an interlocutory injunction, he pointed out that if the defendant struck out the words "A. Teofani" and put "Non-Soluk cigarettes made by A. Teofani," and the address where they were made, if there was any such address, then no injunction would be granted, and in the Court of Appeal the Master of the Rolls and KENNEDY, L.J., approved of this.

The two cases under notice did not establish or involve any new principle of law, and the law on the subject may be thus stated. A man cannot be restrained from carrying on business in his own name, even though that name may be the name of a well-known person or firm in the same line of business, nor from putting his own name on his goods; provided that he does not

carry on his business or place his name on his goods in such a way as to represent, or to be calculated to represent, that the goods which he is selling are those of the other person or firm having the same name. Whether he is making such a representation is a question of fact dependent on all the circumstances of the case. If a plaintiff alleges that the defendant is making such a representation, the onus is on him to prove it; but, although it is not necessary to prove an intention to deceive on the part of the defendant, if the plaintiffs establish such an intention, the court will readily infer that the defendant has accomplished his object. The governing principle was tersely stated by SWINFEN EADY, L.J., in the *Teofani* case, thus—"A man may not, by use of his own name or otherwise, pass off his goods as and for the goods of another."

The Real Property and Conveyancing Bills.

THE PROPOSED CHANGES IN REGISTRATION OF TITLE.

II.

First Registration.—We have to make the attempt to show how the changes proposed by the Bills will work into the existing system of registration, but, owing to the extent of the changes, and the manner in which they are distributed between the clauses of the Bills and the fifth schedule to the Real Property Bill, the task is not an easy one. The existing classes of title and their nomenclature are maintained; for freeholds—absolute, possessory, and qualified; for leaseholds—absolute, good leasehold, possessory, and qualified; and the procedure on application or first registration is relegated to the rules (Sched. V., Pt. 1, par. 27 (j)). Presumably the existing rule 19 will be maintained, under which all documents relating to the title have to be sent to the Registrar, for this procedure is, as will be shown subsequently, expressly extended to transfers on sale; but it is provided that neither the applicant nor his solicitor shall "be bound to make any declaration where a documentary title is shewn, which would operate as a guarantee in regard to matters not disclosed by the abstract." This is in accordance with No. 21 of the Land Transfer Commission's recommendations (hereafter referred to as "recommendations"), that the form of declaration now in use should be altered. And rules may be made defining the effect of "good leasehold title"—a term which was much criticized before the Land Transfer Commission, since it leaves the validity of the lease unvouched for. Under the Act of 1875 persons who had contracted to buy land could apply to be registered (sections 5, 11, 68); but these are now excluded (Sched. V., Pt. 1, par. 3). Conveyance to the applicant must precede registration.

We have already noticed (*ante*, p. 43) that the only estates capable of registration will be the fee simple and a term of years absolute; but rules may be made for registering a perpetual rent-charge, or mines and minerals held separately from the surface (Recommendation 16); and also for registering notice of easements attached to or forming a burden on the land (Sched. V., Pt. 1, par. 27 (f) (g) (i); Recommendations 11, 12). An important change is proposed as regards the description of land on the register. Hitherto the practice of the registry has been to rely almost entirely on the plan prepared from the Ordnance Map, though under section 14 (2) of the Act of 1897, verbal descriptions might be added. But in conveyancing practice plans are only used to assist the identity; hence the above provision is to be repealed (Recommendation 23), and Sched. V., Pt. 2, par. 5, requires that the description shall be by means of a verbal description and a filed plan, or by reference to a filed extract from a deed or other document; the registrar must approve the description, and regard must be had to "ready identification of parcels, correct descriptions of boundaries, and, so far as may be, uniformity of practice." This meets one of the objections to the present system which was urged before the Commission.

We have said that the classes of title remain unchanged, but

the objects of registration are not fully secured unless the title is absolute, and it is proposed to facilitate the registration of absolute titles. At first there was no incentive to an applicant to obtain such a title. It meant additional expense, and produced no immediate benefit. The recent policy of the Registry, as embodied in the Rules of 1908, is not to wait for applications for absolute titles, but to offer this in suitable cases, and to make the fees the same for absolute as for possessory titles. This has not commended itself to practitioners, partly, no doubt, on the principle *Timeo Danaos dona ferentes*; but also on the quite proper ground that, for the registrar to accept of his own accord some titles as absolute, and to reject others, is to make an invidious distinction. The natural result of such a course is to brand all titles which remain possessory as defective. This consideration, however, did not prevail with the Commission, who advised that, on application for possessory titles, the Registrar should be empowered to register the title as absolute, whether the applicant consented or not (Recommendation 21); and this advice is adopted in clause 69 (1) of the Real Property Bill, which, in the amended form proposed by the draftsmen (see the Annotated Bill, p. 74), will run as follows:—

Clause 69 (1) "If, on an application for registration with possessory title, the Registrar is satisfied as to the title, he may register it as absolute or good leasehold, whether the applicant consents to such registration or not; but in that case no higher fee shall be charged than would have been charged for registration with absolute title."

The succeeding sub-sections empower the Registrar to convert a possessory title into an absolute title subsequently to first registration; and similarly, on a transfer for value, he may convert a qualified, good leasehold, or possessory title into absolute. Where compulsory registration is in force, then, with a view to such conversion, the application for transfer will have to be accompanied by all the documents relating to the title, just as under an application for first registration.

All this represents a strenuous effort to accelerate the registration of absolute titles, and the more successful it is, the greater will be the hardship on the proprietor whose title remains possessory. We should not, however, press this as a fundamental objection if the other proposed changes will really turn registration into a convenient and practicable system. The actual examination of titles in the Registry is likely, however, to prove a formidable business. Under r. 24 of the Rules of 1908, on application for registration with an absolute title, the title must be examined by or under the superintendence of the Registrar in accordance with the usual conveyancing practice; and this must apply equally when he offers an absolute title. But the work thus involved, if a large number of titles have to be examined, will be too much for the Registry unless the staff is to be greatly increased. Before the Commission the expediency of empowering the Registrar to act on the certificates of conveyancing counsel or solicitors was a good deal discussed, and the Commission advised that certificates of counsel and solicitors should be accepted: of counsel, that the title was a good holding title, and of the solicitor that he had examined the abstract with the deeds (Recommendation 3). The Real Property Bill leaves the matter to rules, and by Sched. V., Pt. 1, par. 27(b), authorizes the making of rules:—

For enabling the Registrar, without further investigation, to accept a title as absolute or good leasehold in proper cases, on the faith of certificates given by counsel or solicitors or both.

We need not discuss at present the question whether certificates of title should be confined to counsel. Conveyancing counsel of the highest standing would readily acknowledge that both in London and in the provinces there are solicitors whose learning and wide experience would render their certificates of special value in difficult cases, while on most ordinary purchases the certificate of a competent conveyancing solicitor would be sufficient. But the practical difficulty of selecting the practitioners whose certificates shall be accepted will have to be faced.

The Bill proposes, however, that in certain cases investigation of title may be dispensed with altogether. Thus clause 69 (4)

(b), which applies only in compulsory districts and on the occasion of a transfer for value, provides:—

Where the value of the land does not exceed £10,000 or such higher value as may for the time being be prescribed, and the land has been registered, if freehold land, for at least 12 years, and if leasehold land, for at least 10 years, with a possessory title, the Registrar shall, if satisfied that the registered proprietor is in possession, or in receipt of the rents and profits, and after giving such notices (if any) as may be prescribed, enter the title of the transfer as absolute or good leasehold as the case may be.

And paragraph (c) makes special provision for turning good leasehold titles into absolute up to a value of £1,000, or higher if prescribed. These provisions are in accordance with Recommendations 4, 5, and 6. The effect is that, after the specified period of probation for the registered possessory title, the Registrar will, on a sale, accept the purchaser's investigation as justifying conversion of the title into an absolute title. Experience shows that the overwhelming majority of titles are good holding titles, and we do not apprehend that the course will be hazardous. The proposals would in time very much assist the work of conversion.

The difficulties which have been caused by the provision of section 20 of the Act of 1897, that the legal estate does not pass in a compulsory district before registration, especially in connection with a simultaneous purchase and mortgage, are well known. The Commission recommended that conveyances on sale and leases should take effect on execution, but should become void as regards the legal estate unless registration was applied for within a month (Recommendation 22). Effect is given to these by Sched. V., Pt. 2, par. 6 (1).

Effect of registration.—The registered estate, as we have already pointed out, is subject to the overriding interests. In the case of absolute titles these are:—(1) The incumbrances entered on the register; (2) the matters enumerated in section 18 of the Act of 1875, as altered by the amendments in the First Schedule to the Act of 1897; and (3) unregistered estates of persons claiming under the first proprietor. As to (1) nothing requires to be said at present; as to (2) some interesting changes are made in section 18, but we have not space to examine them in detail. Mines and minerals and death duties will cease to be overriding interests, and rights of occupiers or persons in receipt of rents and profits are introduced into the list; also local land charges registered by the proper officer of the local authority under clause 54 (5) (Recommendation 14). As to (3) it is necessary, for a reason which will appear immediately, to quote this exception from the absolute title. That title is subject:—

Section 7 (3).—Where such first proprietor is not entitled for his own benefit to the land registered as between himself and any persons claiming under him, to any unregistered estates, rights, interests, or equities to which such persons may be entitled.

The most obvious instance of such interests is where a trustee obtains registration as absolute proprietor, and in any case it can only apply to interests of persons claiming under the first registered proprietor, but we find in the Bill the following provision (Sched. V., Pt. 1, par. 4):—

Sub-section (3) of section 7 [of the Act of 1875] does not apply to the rights of persons claiming adversely to the first registered proprietor by reason of any defect in the prior title under which he acquired the land.

Certainly, but why trouble to say so? As we have just pointed out, section 7 (3) applies to claims under the proprietor, and it seems needless to provide that it does not apply to adverse claims arising out of defects in the title prior to his own. This seems so obvious that we are probably under some misconception. The object of the provision just quoted is, we understand, to remove a doubt as to the value of an absolute title to the first registered proprietor. Notwithstanding the quite clear provision at the end of section 7 that he takes subject to the three classes of matters mentioned above, but "free from all other estates and interests whatsoever," it has been suggested that registration does not really improve his own title at all, but only enables him to confer an indefeasible title on a transferee for value. The suggestion is apparently founded on sections 95 and 96 of the Act of 1875 and on *Attorney-General v. Odell* (1906, 2 Ch. 47,

C. A.), and it was favoured by the Registrar in his evidence before the Commission (Evidence, Vol. I., Questions 1058 *et seq.*, 1386 *et seq.*), and by other witnesses (Mr. C. F. J. JENNINGS, Vol. II., 7310 *et seq.*; Mr. C. M. BARKER, 8170 *et seq.* 8240; Mr. BEVIR, 8476; Mr. SKUES, 8761). Ultimately the Registrar doubted its correctness and said that, looking at the matter all round, the first proprietor had a Government guarantee (Vol. II. 11089). *Attorney-General v. Odell*, as Sir PHILLIP GREGORY pointed out (Question 7311), was a case of a transfer of charge, and not of first registration with absolute title, and the position of that proprietor seems, on the clear words of section 7, to be impregnable. But the suggestion of a flaw in his title was, as Mr. CYPRIAN WILLIAMS observed (Question 10556), a deadly blow to the present system of registration, and to remove the doubt the Commission recommended as follows (Report, par. 57; Recommendation 1):—

The title of a first registered proprietor with absolute title, and of a transferee from him otherwise than for value, should be subject to all rights created by himself prior to registration (see section 7 (3) of the principal Act); but except in this respect the title of a proprietor registered with absolute title, whether he be the first registered proprietor, or a transferee either for value or not, should not be assailable in consequence of any defects in the earlier title, and all doubts on the subject should be removed by the necessary amendments of the Acts.

The clause in the Bill which we have quoted above (Sched. V., Pt. 1, par. 4) seems to be intended to carry out this suggestion, but at present, as stated above, we do not see that it has any effect at all. Adverse claims arising out of the prior title cannot be within section 7 (3), and to say that section 7 (3) shall not apply to them leaves the matter where it was. Possibly the rectification and indemnity clauses—clauses 71 and 72—will throw some light in the matter, and we hope to be able to clear the point up. The same question arises under Sched. V., Pt. 1, par. 7, as to registration of leaseholds with absolute title.

[To be continued].

Reviews.

Books of the Week.

Death Duties.—The Finance Acts, 1894 to 1912. So far as they relate to Estate Duty and other Death Duties (except Increment Value Duty). Third Edition. By J. WEBSTER-BROWNS, Solicitor (Principal Clerk in the Estate Duty Office). Stevens & Sons (Limited). 12s. 6d.

The Finance Act, 1910.—Points in Practice under The Finance (1909-10) Act, 1910, and amending Acts. Second Edition. By CECIL W. TURNER, Barrister-at-Law. Solicitors' Law Stationery Society (Limited). 2s. 6d. net.

Diary.—The Lawyers' Companion and Diary for 1914. Edited by E. LAYMAN, B.A., Barrister-at-Law. Stevens & Sons (Limited). 5s.

Comparative Legislation.—Journal of the Society of Comparative Legislation. Edited for the Society by Sir JOHN MACDONELL, C.B., LL.D., and EDWARD MANSON, Esq.; Assistant Editor, C. E. A. BEDWELL, Esq. October, 1913. John Murray. 5s. net.

Land Transfer.—The Land Transfer Controversy. The Conveyancing Bills, 1913. By J. S. RUBINSTEIN. Polsue (Limited). 6d.

Bankruptcy.—The Bankruptcy and Deeds of Arrangement Act, 1913. By D. F. DE L'HOSTE RANKING, M.A., LL.D., and ERNEST EVAN SPICER, F.C.A., and ERNEST C. PEGLER, F.C.A. H. Foulkes, Lynch & Co. 1s. net.

Lord de Ramsey, presiding at March on the 8th inst., at the annual meeting of the Commissioners of the Middle Level, which drains an extensive area of the Fens, indicated important improvements to the drainage system, so as to obviate further disastrous floods. He said that the River Ouse, into which the Level discharges its waters, was in about as bad a state as it was possible for it to be in, and he saw no salvation for the Middle Level unless there was another outlet to the sea. He outlined alternatives of (1) pumping; (2) a catch-water; and (3) a new outlet through Guyhirn and Sutton Bridge to the sea, and expressed a hope that they would decide to do something to save themselves from being again landed in the awful difficulties and ruin of last year.

Correspondence.

Mexico and the Monroe Doctrine.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The historical sketch of the Monroe Doctrine is an interesting feature of your last issue. But the conclusions drawn from its recent developments do not entirely exhaust their true significance. While it is quite true that the doctrine, from being at first intended to vindicate the liberties of the Spanish Colonies of South America, now exhibits a tendency to dictate their form of government, the present attitude of the United States towards Mexico is not to be taken as typical of the attitude of that country towards the American Continent as a whole, nor is the doctrine to be regarded as operating without discrimination of place and circumstance.

On the contrary, it will be found that the interest of the United States in Mexico has no real correspondence with their interest in the Southern Continent, and that what are now the positive aspects of the doctrine to which you allude have regard only to the territory that separates the United States from the Panama Canal, and that the countries that lie to the south of it are coming to touch the American people *in foro conscientie* only.

The reason of this is plain. There is a tendency inherent in every State to complete its coastline, and when access to the sea has been obtained at two different points, the intervening State tends to be absorbed. But if absorption be impossible, and the powers of resistance of the State that intervenes be too great, then a junction between the coastlines it divides is maintained by sea, and the divided State becomes a naval Power. With the colonization of California in 1848, the United States became possessed of two shores, the continuity of which was interrupted by the whole of the American continent that lay to the south.

The burden of sea-power was thus imposed on the American people, and, to lessen it, an interest was awakened in the construction of an inter-oceanic canal that should shorten the length of their sea-communications, an interest that found its first diplomatic expression in the Clayton-Bulwer Treaty of 1850. But while these communications lay round South America, from South America they were liable to interruption, and, in consequence, the Monroe Doctrine was held to apply to the Southern Continent in order to obviate the danger that would threaten American communications if the increase of European political interests along the route were allowed free play.

But with the construction of the Isthmian Canal other conditions will prevail. The obstacle of South America will be removed at one stroke, and the communications between the two oceans will be made via the canal, and nothing that can happen in the Southern Continent will necessarily affect these communications. Therefore, the Monroe Doctrine as applied to South America will come to have little more than academic interest. But with Mexico and Central America north of the canal it will be different. Not only will the United States apply the doctrine towards this territory with even greater rigour than heretofore—from the limitation of foreign political interests proceeding to the limitation of foreign commercial interests—but the opening of the canal will hardly have taken place before the sense of impending expansion to the south will declare itself in the minds of the American people.

Unless Mexico prove herself capable of holding back the rising waters on her frontier, the United States, despite national vows and the declarations of statesmen which cannot stay a natural process, will absorb Mexico and Central America north of the canal, and the modifications in the Monroe Doctrine above set forth will inevitably follow.

12, Great St. Helens, E.C., Nov. 10.

[See observations under the head of "Current Topics."—Ed. S. J.]

DOUGLAS M. GANE.

The Open Road.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I was glad to see your remarks under this heading. It is quite time, I think, that a stand should be made against the views now put forward on behalf of motorists by certain of our judges.

In a case which was before him at the Chester Assizes, Mr. Justice Eldon Bankes seemed to have strained the law to its utmost in favour of a motorist charged with the manslaughter of a cyclist, whom, so it was alleged, he had run down in attempting to pass another car.

The cyclist was proceeding on his proper side of the road, where he had undoubtedly a right to be, but the judge withdrew the case from the jury, on the ground that there was no evidence of negligence on the defendant's part. "If a man has got lights on his motor-car, and he has a straight piece of road," said Mr. Justice Bankes, "he is entitled to assume, as well as anybody else, that if his car can be seen, a man won't stand in front of it."

Again, the judge went on to say, "What was the defendant to do? He had got to pass (deceased) sometime." A more pertinent question would seem to have been, "What was the cyclist to do?" If he had gone on to the footpath, he would have been breaking the law, and might possibly have killed or injured some foot-passenger. Is it to go forth, as the law of the land, that a motorist is justified in running-down a cyclist or a pedestrian who neglects to get out of his way? On the same principle, I suppose, the driver of a motor lorry or char-a-banc is justified in running down any motors or other vehicles lighter than his own, and the weakest must in all cases make room for the heavy traffic, or take the consequences.

It is only fair to the defendant in the case in question, to state that he denied causing the accident, but owing to the judge's ruling the question of identity was not gone into.

PEDESTRIAN.

[We have seen references to the *Chester Case*, but have seen no report of the ruling of Mr. Justice Bankes. If it was as our correspondent indicates we beg leave to differ from it.—Ed. S. J.]

Registration of Deeds.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Referring to my letter in your issue of the 1st inst., it appears to me that compulsory registration as in the Yorkshire Registry would have prevented what occurred not only in *Grierson v. National Provincial Bank* as stated in my letter, but also in *Hervon v. Shelley*, as upon filing affidavit of intestacy under the Yorkshire Registry Act, 1885, s. 12, priority over any will of the supposed intestate would be obtained.

Either legislation must be introduced to deal with the defects of the law as indicated by the two decisions referred to, or the system of registration in use in Yorkshire must be extended throughout the country. Why not extend the Yorkshire system and abolish the Registration of Title?

CECIL C. BELL.

24, Mill-street, Bedford, Nov. 12.

[The policy of extending the Yorkshire system has much to recommend it, but probably it comes too late. The Land Registry Office is in occupation. That is the *crux* of the position.—Ed. S. J.]

CASES OF THE WEEK.
House of Lords.GREAT CENTRAL RAILWAY CO. v. MIDLAND RAILWAY CO.
22nd and 24th Oct.

RAILWAY COMPANY—RUNNING POWERS OVER ANOTHER LINE FOR GENERAL TRAFFIC—RAILWAY JUNCTION BY THIRD COMPANY FOR LIMITED TRAFFIC—AMALGAMATION OF RUNNING COMPANY WITH JUNCTION RAILWAY—EFFECT OF AMALGAMATION—RAILWAYS CLAUSES ACT, 1863, PART V.

The appellant company had general running powers over the M.S. and W. line of the respondent company. In 1906 the appellant company obtained an Act, incorporating Part V. of the Railways Clauses Act, 1863, for amalgamation with the Lancashire, Derbyshire and East Coast Railway. The line of the latter company crossed the M.S. and W. line at S., and in 1897 it had connected its own line with the said line of the respondent company at S. Junction, from which junction it obtained limited running powers to M. over the respondent company's said line. The appellants claimed that they were entitled to exercise their general running powers over the respondents' line, running on and off the same by means of the connection at S. Junction.

Held, that the amalgamation gave the appellant company no higher rights against a third party than those previously existing in either of the two companies separately: that the appellant company could not enlarge its general running powers over the line of the respondent company by making use of the limited running powers of the Lancashire, Derbyshire and East Coast Railway so as to gain access to the respondents' line for the exercise of its own general running powers.

Appeal from an order of the Court of Appeal (56 SOLICITORS' JOURNAL, 160; 1912, 1 Ch. 206), which reversed a judgment of Neville, J. (1911, 2 Ch. 173, where a plan of the railways is given).

Lord HALDANE, C., in giving judgment, said that the Great Central Railway Co. brought the action for the purpose of obtaining a declaration that it was entitled to exercise running powers for all its traffic over the Mansfield, Shireoaks and Workop line of the Midland Railway and over any part thereof, and for that purpose to run on and off the said railway by way of the Shirebrook junction, subject, with regard to traffic to and from the Shirebrook Colliery, to the provisions of a certain agreement. The Great Central Railway had been formed by the amalgamation of other lines with the part which originally was its own. It thus incorporated into itself the undertaking of the Manchester, Sheffield and Lincolnshire Railway in 1897, and in 1906 the undertaking of the Lancashire, Derbyshire and East Coast Railway. Mansfield Junction lay at one end of a stretch of the line which belonged to the Midland Railway, and at the other end—at Shireoaks—was the line of the old Manchester, Sheffield, and Lincoln Railway. Under its Act of 1865 the Manchester,

Sheffield and Lincoln Railway had running powers, exclusive of local traffic, over the Midland Co.'s Mansfield, Surcocks and Worksop line. The Derbyshire Company formed a junction, subject to certain restrictions at a point at Shirebrook on the Midland line, and the question which now arose was whether the Great Central Company, having succeeded to the powers, not only of the Derbyshire Company in respect of this junction, but also of the powers of the Manchester, Sheffield and Lincoln Company, was able to use the running powers which the latter had over the whole of the stretch for the purpose of bringing on to the Midland line the traffic which it might bring from various parts by way of the Shirebrook junction. The whole point turned on the construction of the Act of 1863, which contained a general clause which was ordinarily incorporated in railway amalgamation Acts. Were the sections of that Act sufficient to confine the Great Central Company to the extent of user of the rights which were possessed by the Derbyshire Company itself, because the Derbyshire Company had not those general running powers over that section of the Midland line which the Manchester, Sheffield and Lincoln line possessed at the time when it took over its undertaking? In the Chancery Division, Neville, J., made a declaration as asked. He based his judgment on the decision in *Midland Ry. Co. v. Great Western Ry. Co.* (1873, 8 Ch. 841), and the reading of the Railways Act, 1863, which dealt with the powers of amalgamating companies. The point was a simple one. If the rights of user of the Great Central Company were not to be greater in respect of the powers as regarded the Shirebrook junction than they were when that company took over the Derbyshire Company's undertaking, then there could not be general running powers. Their lordships were not dealing with the question of facilities but of running powers, and the question of user. He was unable to hold that the Great Central Railway possessed the rights claimed. He thought that Neville, J.'s judgment was not well founded, and was wrong. He entirely agreed with the Court of Appeal, and in particular with the judgment of Farwell, L.J., and he moved that the appeal should be dismissed.

Lords HALSBURY, ATKINSON, MERSEY, PARKER and SUMNER concurred, and the judgment of the Court of Appeal was accordingly affirmed, and the appeal dismissed with costs.—COUNSEL, for the appellants, *Sir Alfred Cripps, K.C., Jenkins, K.C., Cozens-Hardy, K.C., and H. C. Bischoff*; for the respondents, *Upjohn, K.C., and Schwann*. SOLICITORS, *Mr. D. H. Davies; Beale & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

RAMSDEN & CARR v. CHESSUM & SONS. 10th Nov.

BUILDING CONTRACT—SUB-CONTRACTOR OR SPECIALIST—SUPPLY OF GOODS TO THE ORDER OF ARCHITECT—USER BY BUILDER WITH KNOWLEDGE THAT GOODS WERE SUPPLIED BY THE SELLER—RIGHT TO SUE BUILDER.

Specialists for the supply of door handles and door fittings ordered by architect held entitled to sue the builders, since, in the circumstances, the fact that the goods supplied had been used by the builders in the execution of their contract raised an implied promise by them to pay for the goods.

Semble, neither an architect's order nor certificate per se binds a builder, even if he uses the goods on the building, to pay for them, since an architect has no authority to pledge the contractor's credit as he has that of the building owner.

Appeal by Ramsden & Carr, specialists in door fittings, against an order of the Court of Appeal (reported 77 J. P. 57, 29 T. L. R. 55) which reversed a judgment in their favour entered at the trial before Hamilton, J. The respondents, Chessum & Sons, builders, entered into an agreement to build for the London Cinematograph Company (1909) (Limited) a cinematograph palace in Oxford-street, of which Mr. Melville Ward was the architect. On the instructions of Mr. Ward the plaintiffs supplied the door fittings, and these were fitted by the defendants in accordance with the terms of their contract, the invoiced price being £142 13s. The employing company got into difficulties, and made default in payment of the amounts certified in the progress certificates by the architect, and the defendants, instead of exercising their right to terminate the contract, agreed to take payment in bills. To secure the bills the defendants took a mortgage on the whole building, which was then nearly completed, and subsequently joined in selling it, the price realized being £20,250. The defendants had raised no objection to the inclusion of the plaintiffs' certificate in the list, and raised no question before this action was brought to their liability to pay. They, however, in defence to the claim, pleaded that as contractors they were not liable, and that while the order of the architect bound a building owner to pay for goods supplied to such order, it did not bind the contractor, who had merely used them in the building in accordance with his contract. Hamilton, J., held that the defendants were liable on an implied promise, but not on the architect's certificate, and gave judgment for the plaintiffs. The defendants appealed, and the plaintiffs entered a cross-appeal, submitting that, if necessary, Mr. Ward should be held to have pledged the credit of the builders. The Court of Appeal unanimously upheld the finding of the learned judge that Mr. Ward was not the agent of the builders to pledge their credit, but by a majority (Vaughan Williams and Buckley, L.J.J., Kennedy, L.J., dissenting on this point) they set the judgment aside, holding that no implied promise to pay could be inferred from the defendants' user and fixing of the goods. Accordingly, the appeal of the defendants was allowed, and the cross-appeal dismissed. The plaintiffs appealed.

Lord HALDANE, C., in moving that the appeal should be allowed, said he was unable to come to any other conclusion than that Mr. Justice Hamilton was right. The question really was quite simple, when once the facts were ascertained. His lordship then dealt with the facts, and said that the goods ultimately became the property of the building owners, and the builders had the benefit of the user for the purpose of completing the work and being paid under their contract.

Lord ATKINSON concurred, and laid equal stress upon the business aspect of the case. As a matter of business the defendants, having got paid, must pay.

Lord DUNEDIN agreed. Unless the goods were delivered by the plaintiffs with the idea of making a present of them to the builders, the fact that they used them to complete their contract made them obviously liable to pay for them.

Lord KINNEAR concurred. Accordingly the appeal was allowed with costs.—COUNSEL, for the appellants, *Sankey, K.C., and J. B. Eames*; for the respondents, *Rodcliffe, K.C., and G. A. Scott*. SOLICITORS, *Hopgood & Dawsons; Mackrell, Maton, Godlee, & Quincey.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

MITCHELL v. EAST SUSSEX COUNTY COUNCIL. No. 1. 25th Oct.

EDUCATION—NON-PROVIDED SCHOOL—CONTRACT OF TEACHER WITH MANAGERS—NOTICE OF DETERMINATION BY LOCAL EDUCATION AUTHORITY—DISMISSAL ON "EDUCATIONAL GROUNDS"—APPEAL TO BOARD OF EDUCATION—JURISDICTION OF COURT—EDUCATION ACT, 1902 (2 Ed. 7, c. 42), s. 7, SUB-SECTIONS (1) A, (3).

A local education authority, acting upon reports by Government inspectors of schools, instructed the managers of a non-provided elementary school to serve notice of dismissal on the head master on educational grounds, and the managers having refused to do so, the authority served the notice themselves. The head master having applied for an injunction to restrain the local authority from acting upon the notice, pending the result of an appeal by the managers to the Board of Education under the Education Act, 1902, s. 7 (3),

Held, that, as the plaintiff did not deny that his dismissal was on educational grounds, but only questioned the sufficiency of the grounds, there was no case for the interference of the court, and he was not entitled to an injunction.

Decision of Eve, J., affirmed.

Appeal from a decision of Eve, J., refusing an injunction to the plaintiff. The facts of the case are fully stated in the judgment below. The original application was for an injunction unlimited as to time, but on appeal words were inserted in the notice of motion limiting the operation of the injunction sought for to the period until the Board of Education should give a decision in favour of the school managers, who wished to retain the plaintiff's services.

SWINFEN EADY, L.J.: This is an appeal from an order of Eve, J., refusing to grant an injunction to the plaintiff, who is a teacher at Pyecombe non-provided school in East Sussex. The plaintiff asks on appeal for an order to restrain the defendants from acting on a notice determining his engagement at Pyecombe. The plaintiff was appointed head master as far back as 1888, and entered into a written agreement with the managers on the 21st of March, 1912. A few days before this there was an adverse report on the Pyecombe school from H.M. Inspector of Schools, which was sent to the managers, who replied that the plaintiff was fully conscious of the need for improvement, and asked for time. The local education authority were not satisfied, and resolved, on the 9th of April, that the managers be instructed to dismiss the plaintiff on educational grounds. On the 11th of May formal notice was given by the managers to the plaintiff, but an appeal was made by them for further time, and on the 24th of May the education authority agreed to suspend the operation of the notice. Then they received a statement of the case from the local managers, who said the plaintiff was impressed with the fact that there was room for improvement. Then came a new report from another inspector, who gave a very adverse report on the school. The local authority thereupon passed a fresh resolution removing the suspension of the notice. On the 18th of December the local authority appealed to the Board of Education, who, however, were not informed of the suspension of the notice, stating that a question had arisen between the authority and the managers. On the 7th of March, 1913, the authority again directed the managers to dismiss the plaintiff, and on the 13th of May they gave him notice themselves under the Education Act, 1902, section 7 (1) (a). By section 7, sub-section 3, if any question arises under the section it must be decided by the Board of Education, and while the notice was current the managers appealed to the Board. The plaintiff neither denies the existence of educational grounds, nor suggests that the notice is given on any other grounds. Under the circumstances, the plaintiff has made out no case whatever for the interference of the court. The defendants put forward the view that if there is a dispute between the local authority and the managers as to the sufficiency of the educational grounds, it is for the authority to determine it. That is not for us to decide now. But there are evidently educational grounds alleged, and not denied. The appeal must be dismissed with costs.

PHILLIMORE, L.J., gave judgment to the same effect, observing that

the plaintiff had contracted with the managers, knowing that there was a third party concerned with power to dismiss him. The plaintiff was a stranger to the dispute, and the question as to the respective powers of the two bodies did not enable him to come to the court. His lordship referred to *Smith v. McNally* (1912, 1 Ch. 816), where Warrington, J., held that the religious grounds alleged did not in fact exist, and therefore the plaintiff was entitled to an injunction against her dismissal. Here the plaintiff only denied the sufficiency, not the existence, of educational grounds.—COUNSEL, *E. Clayton, K.C.*, and *J. A. Thomas; Cozens-Hardy, K.C.*, and *Courthope Munroe*. SOLICITORS, *Baker & Nairne; Nicholson, Patterson, & Freeland*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Re CATTELL, CATTELL v. CATTELL. Re CATTELL, CATTELL v. DODD. No. 3. 28th and 29th Oct.

WILL—ACCUMULATION—MINORITY OF PERSON BORN AFTER TESTATOR'S DEATH—ACCUMULATIONS ACT, 1800 (39 & 40 GEO. III., c. 98), s. 1.

A testator devised his real estate to be held in trust for the benefit of his grandchildren, and provided that a grandchild's share should be accumulated during its minority.

Held that the fourth rule in *Thelluson's Act* did not prohibit the accumulation from taking effect during the minority of a child born after the death of the testator.

Appeals from decisions of *Neville, J.* (1907, 1 Ch. 567), and *Swinfen Eady, J.* A testator, who died in 1880, devised his real estate to trustees for a term of 1,000 years, and subject thereto to his grandchildren, being issue of sons who should attain twenty-one years, *per stirpes*, including grandchildren who should be born after any grandchild had attained a vested interest. The trusts of the term of 1,000 years were to pay annuities to his wife and daughters and to raise certain capital sums, and subject thereto to pay or appropriate the ultimate surplus of the rents and profits to the children for the time being of any son or deceased son of the testator, but so that the shares appropriated to any minor child should, subject to certain provisions for maintenance, be accumulated during minority, the accumulations to fall into personal estate. The personal estate was directed to be held upon trusts corresponding as nearly as possible to the trusts of the real estate. At his death in 1880 the testator had no grandchild in existence, but in 1885 a daughter, Gladys, was born to his eldest son, and she attained twenty-one years in 1906. During her infancy no other grandchild was born to any son of the testator, and the rents and profits were accumulated to the extent of £53,000. In 1906 an originating summons was taken out before *Neville, J.* for the purpose of ascertaining whether the direction to accumulate was void on the ground that the fourth rule in the *Thelluson Act* did not authorize accumulations during the infancy of a person not in existence at the death of the testator. *Neville, J.*, held that the accumulations made during the minority of Gladys were valid, and made an order that all directions for accumulations in the testator's will were valid. In 1912 a second grandchild was born, being a son of the testator's youngest and only surviving son, and the question then arose whether the direction to accumulate his share for a second term of twenty-one years was valid. An originating summons being taken out before *Swinfen Eady, J.*, he held that the order of *Neville, J.*, amounted to a judgment on this matter. Subsequently one of the next-of-kin, who was not a party to either summons, obtained leave to appeal from both summonses upon condition of not disturbing the rights of Gladys in the accumulations made during her minority. The rule in question is as follows: *Accumulations Act, 1800, s. 1*: "... no person shall ... settle or dispose of any real or personal property so and in such manner that the rents, issues, profits or produce thereof shall be wholly or partially accumulated for any longer term than ... during the minority or respective minority of any person or persons who ... would for the time being, if of full age, be entitled under the rents, issues, profits, or the interest, dividends or annual produce so directed to be accumulated. ..."

THE COURT (LORD PARKER, LORD SUMNER, and WARRINGTON, J.) dismissed the appeals on the ground that there was nothing in the rule to limit the period of accumulation to the minority of a person in existence at the time of the death of the testator. COUNSEL, *Younger, K.C.*, and *Underhill; Macnaghten, K.C.*, and *Baker-Wilbraham; Russell, K.C.*, *Pollock*, and *Freeman*. SOLICITORS, *Field, Roscoe & Co.*, for *A. J. Sherwin*, Birmingham; *Collyer-Bristow, Curtis, Booth, Birks, & Langley*, for *Forayth, Bettinson, & Co.*, Birmingham.

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

Re GORDON AND ADAM'S CONTRACT AND Re PRITCHARD'S SETTLED ESTATES AND THE SETTLED LAND ACTS. No. 1. 6th Nov.

SETTLEMENT—GENERAL POWER OF APPOINTMENT—POWER OF SALE—EXERCISE OF GENERAL POWER—COMPOUND SETTLEMENT—TRUSTEES—SETTLED LAND ACT, 1882 (45 & 46 VICT., c. 38), s. 2, s.s. 1, 5, 8, s. 38.

A testator by his will gave a general power of appointment over his real estate to his wife, and gave a power of sale to his trustees. After his death she appointed the property by will to W. G. for life with remainders over in strict settlement. The tenant for life having come into possession contracted to sell the property in exercise of his powers under the *Settled Land Acts*. The purchaser objected that there were no trustees in existence for the purposes of the Acts of the compound settlement created by the two wills.

Held (reversing *Eve, J.*) that the exercise by the widow of her power of appointment gave her absolute ownership of the property, and put an end to the power of sale contained in the original will; and that the purchaser's objection must prevail and the case be remitted to chambers for the appointment of trustees of the settlement created by the testatrix's will.

Appeal from a decision of *Eve, J.* (reported 57 SOLICITOR'S JOURNAL, 477; 1913, 1 Ch. 561), upon a vendor and purchase summons. John Pritchard by his will made in 1891 appointed trustees to whom he gave a power of sale over his freehold property, and empowered his wife by deed, will or codicil to appoint, dispose of, give, devise or bequeath in such manner, and whether for her own benefit or otherwise as she might think fit, all or any part of his property, and in default of such disposition he gave his freehold estates to the use of his wife for life, with remainder to the use of W. P. Gordon for life, with remainders over. The testator died in August, 1891, and his widow, by her will dated the 5th of December, 1891, appointed W. P. Gordon her sole executor, and in exercise of the said power appointed the real estate devised to her for her life to the use of the said W. P. Gordon for his life, with remainder to the use of his first and other sons successively in tail male, with remainders over. The testator's widow died in 1892, and in 1912 W. P. Gordon, as tenant for life in possession, contracted with John Adams for the sale of a portion of the settled estate. The purchaser raised the objection that there were no trustees of the compound settlement created by the two wills, and that until such were appointed the vendor could not make a good title. The vendor contended that the trustees of John Pritchard's will still had a power of sale, and that no further appointment was necessary, and *Eve, J.*, upheld this contention.

COZENS-HARDY, M.R., said that, with great respect to *Eve, J.*, he thought he had not given true effect to the law applicable to such cases as the present. The point was very short. The testator by his will gave his wife a general power of appointment over his property, and, subject to the exercise thereof, settled the property in favour of Mr. Gordon for life, with limitations over which his lordship stated. He died leaving his widow surviving him, and she, in exercise of the power appointed the property to the same tenant for life, with the usual limitations of a strict settlement over. The tenant for life had entered into a contract for sale under the *Settled Lands Acts*, and objection was taken by the purchaser that there were no trustees for the purposes of the Acts in existence. In reply it was said that the power of sale under the testator's will was still subsisting. But there was no interest arising under the testator's will still in existence—no jointure, or portions charge. The settlement it created was spent and done with, and the trustees of the will had no more power of sale than if the property had passed through all the limitations of a strict settlement. Then it was said that the property was held under a power derived from the original will. The law, however, drew a manifest distinction, which could not be ignored, between a special and a general power. The law was accurately stated in *Farwell on Powers* at p. 286, where the author said: "The donor of a general power is virtually absolute owner of the property over which his power extends." Here the property had been subject to a general power, which was fully exercised, and that exercise destroyed the power of sale contained in the original will. The appeal must be allowed, with costs, but the difficulty would be cured by referring the case back to chambers to appoint trustees of the existing settlement for the purposes of the *Settled Land Acts*.

SWINFEN EADY and PHILLIMORE, L.JJ., concurred. — COUNSEL, *Lyttelton Chubb; G. B. Rushleigh*. SOLICITORS, *A. B. Chubb and Pettitt*, for *W. J. Pitt*, Bridgnorth; *Church, Adams, and Prior*, for *Nicholls & Taylor*, Bridgnorth.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re COOKE'S SETTLEMENT. TARRY v. COOKE. Astbury, J. 16th Oct.

TRUST FOR SALE—ABSOLUTE DISCRETION IN TRUSTEES TO SELL "AS AND WHEN THEY SHALL THINK FIT"—DIFFICULTY OF REALISATION—SUMMONS FOR LIBERTY TO APPROPRIATE IN SPECIE—UNAUTHORISED INVESTMENTS—SETTLED SHARES—JURISDICTION OF THE COURT.

Where there was a trust for sale, coupled with an absolute discretion in the trustees to sell "as and when they shall think fit," and the property consisted of leaseholds which it was very difficult to realise, and the trustees applied to the court for liberty to make an appropriation in specie, the court granted the application and sanctioned the proposed appropriation.

The principle of *Re Brooks, Coles v. Davis* (1897, 76 L. T. 771) applied.

Re Beverley, Watson v. Watson (1901, 1 Ch. 681) distinguished.

This was an originating summons by trustees for liberty to appropriate in specie certain leaseholds which they held on trust for sale with an absolute discretion as to the time of sale. The facts were as follows: By an ante-nuptial settlement, dated the 25th of March, 1887, thirty-nine leasehold houses, subject to various mortgages, were assigned by the husband to the trustees upon trust, that they should, "as and when they or he in their or his absolute discretion shall think fit," sell the said premises, and should hold the net proceeds (subject to certain

trusts in favour of the husband and wife during their lives) upon trust for the husband's children or issue (already born or thereafter to be born) as he should by deed or will appoint, and in default of appointment as therein mentioned. Until sale the trustees were directed to apply the net rents and profits, after payment (*inter alia*) of rents and mortgage interest, in manner directed concerning the income of the sale moneys. The investment clause authorized the trust funds to be invested (*inter alia*) in leasehold securities, "held for a term whereof sixty years at least shall be unexpired at the time of such investment" or in the purchase of similar leaseholds. There was no express power to retain existing investments, and there was no express power of appropriation. The husband had several children by a previous marriage, of whom seven, including his son Frederick, were living at the date of the above settlement. He had no children by his second marriage. The husband died in 1898, and his wife in 1906. Under a testamentary appointment by the husband, and in the events that had happened, the trust funds were now held as to one-seventh share in trust for Frederick for life, and subject thereto in trust for his children (other than children by his present wife) who being male should attain the age of twenty-one years, or being female should attain that age or marry, in equal shares, and in default of such children upon the trusts of the remaining shares. Each of the remaining six shares was held in trust for persons entitled to give a discharge for the same. Frederick was fifty-six years old and his wife was a few years younger. He had no children. The trustees still held leaseholds of the total gross value of £29,940, which they were unable to sell. The mortgages amounted to £17,700. Frederick was desirous that a specific portion of the leaseholds should be appropriated to his settled share, and the other owners desired to have their shares transferred in specie. The properties proposed to be appropriated to the settled share consisted of three leasehold houses, with sixty-six, sixty-five and forty-three years to run. The first house was subject to a mortgage of £2,000. The others were unencumbered. On the 14th of May, 1913, the trustees issued this summons for liberty to make the appropriation. Counsel for the trustees said that the appropriation was fair and was approved by all parties. The settled share would bear less than one-seventh of the total mortgage debt. There was, however, a remote possibility that Frederick might have children by a future wife, and it was necessary to point out that neither an equity of redemption nor a forty-three years' leasehold was an authorized investment under the investment clause, and there was therefore some doubt whether the court had jurisdiction to sanction the appropriation: *Re Beverly, Watson v. Watson* (1901, 1 Ch. 681). Counsel for Frederick said that the trustees had absolute discretion as to when they should sell the leaseholds. This was equivalent to a power to retain, and while so retained they were authorised investments. The court had therefore jurisdiction to sanction the appropriation: *Re Brooks, Coles v. Davis* (1897, 76 L. T. 771), following *Fraser v. Murdoch* (1881, 6 App. Cas. 855). In *Re Beverly* (*ubi supra*) where there was an express power to retain, the trustees in fact proposed to appropriate strict trust investments to the settled shares, so that the present point did not arise. If therefore the observations of Buckley, J., really meant that, in respect of settled shares, trustees can only appropriate investments authorized by the investment clause and not investments authorized to be retained, they were merely obiter, and directly contrary to the decisions in *Re Brooks* (*ubi supra*) and *Fraser v. Murdoch* (*ubi supra*).

ASTBURY, J., after stating the facts, said: The settled property here consists of leaseholds very difficult to realize, and the trustees have an absolute discretion as to the time of sale of them, and I have come to the conclusion that the case falls within the principle laid down in *Re Brooks, Coles v. Davis* (*supra*), and that there is jurisdiction in the court to sanction the proposed appropriation. With regard to the case cited by counsel for the trustees—*Re Beverly, Watson v. Watson* (1901, 1 Ch. 681)—there is a dictum of Buckley, J., on page 688, that trustees can only consent to take investments authorized by the instrument; but the present point did not really arise in that case, and accordingly, having regard to the ages of Frederick and his present wife, which must be proved strictly, I will sanction the proposed appropriation.—COUNSEL, *Charles Coote; Roope Reeve; P. M. Walters; R. Leigh Ramsbottom; G. R. Blanco White; Gerard Sanders.* SOLICITORS, *T. Blanco White; Torr & Co.; Hilder, Thompson, & Dunn; L. M. Biden.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re HOWARD-STREET CONGREGATIONAL CHAPEL, SHEFFIELD. Astbury, J. 17th Oct.

BURIAL GROUND—"SALE UNDER THE AUTHORITY OF AN ACT OF PARLIAMENT"—SALE BY ORDER OF THE CHARITY COMMISSIONERS—DISUSED BURIAL GROUNDS ACT, 1884 (47 & 48 VICT., c. 72), s. 5—CHARITABLE TRUSTS ACT, 1853 (16 & 17 VICT., c. 137), s. 24; CHARITABLE TRUSTS AMENDMENT ACT, 1855 (18 & 19 VICT., c. 124), s. 29.

A sale by order of the Charity Commissioners is not a "sale under the authority of an Act of Parliament" within the meaning of section 5 of the Disused Burial Grounds Act, 1884.

Section 24 of the Charitable Trusts Act, 1853, only gives a power to the Charity Commissioners to decide finally whether a sale is beneficial to the charity or not. Trustees of charities have a power of sale independently of the Charitable Trusts Acts, though any sale in exercise thereof is liable to be set aside if proved not to be for the benefit of the charity.

This was a summons taken out by trustees of a Congregational chapel in Sheffield, with a burial ground adjoining it, asking whether a sale of the burial ground by the trustees, in pursuance of an order by the Charity Commissioners, under the authority of the Charitable Trusts Acts, would be a "sale under the authority of an Act of Parliament" within the meaning of section 5 of the Disused Burial Grounds Act, 1884 (47 & 48 VICT., c. 72). The membership of the chapel having largely decreased, and the chapel having been closed in 1902, the trustees thereof desired to sell the chapel and burial ground as a building site, and they applied to the Charity Commissioners to authorize the sale. The Charity Commissioners said that they would be willing to do so if the trustees could obtain from the court a declaration that the sale, in pursuance of their order, was not forbidden by the Disused Burial Grounds Act, 1884 (47 & 48 VICT., c. 72). There had been no burials in the burial ground since 1872. By section 24 of the Charitable Trusts Act, 1853 (16 & 17 VICT., c. 137), it is provided that the Charity Commissioners may authorize the sale or exchange of charity lands if they are satisfied that this is advantageous to the charity. Section 29 of the Charitable Trusts Amendment Act, 1855 (18 & 19 VICT., c. 124), provides that it shall not be lawful for the trustees or persons acting in the administration of any charity to sell the charity lands otherwise than with the express authority of Parliament under a statute, or of a court or judge of competent jurisdiction, or according to a scheme legally established, or with the approval of the Charity Commissioners. The Disused Burial Grounds Act, 1884 (47 & 48 VICT., c. 72), provides as follows: After the passing of this Act it shall not be lawful to erect any building upon any disused burial ground except for the purpose of enlarging a church, chapel, meeting-house, or other place of worship (section 3). Nothing in this Act contained shall apply to any burial ground which has been sold or disposed of under the authority of any Act of Parliament (section 5). Counsel for the Attorney-General contended that "sale under the authority of an Act of Parliament" must mean a case where an Act of Parliament was the express authority for the sale, and could not mean sale by order of the Charity Commissioners.

ASTBURY, J., after stating the facts, said: The trustees of charities have a power of sale independently of the Charitable Trusts Acts, though any sale in exercise thereof is liable to be set aside if proved to be not for the benefit of the charity. The power given to the Charity Commissioners under section 24 of the Charitable Trusts Act, 1853 (16 & 17 VICT., c. 137), appears to be only a power to decide finally whether a sale is beneficial to the charity. I think that the construction put upon the words "sale under the authority of an Act of Parliament," which has been suggested to me in the course of the argument, is a reasonable construction so far as it goes. I mean the construction that those words only apply to a case where the Act is expressly or by necessary implication the authority which effectuates the sale *qua* the land. Accordingly I hold that the proposed sale will not be a "sale under the authority of an Act of Parliament" within the meaning of the Disused Burial Grounds Act, 1884 (47 & 48 VICT., c. 72), s. 5.—COUNSEL, *Hon. Frank Russell, K.C., and John Dixon; J. Austen-Cartmell.* SOLICITORS, *Cree & Son, for Pye-Smith, & Barker, Sheffield; the Solicitor to the Treasury.*

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

REX v. GOVERNOR OF BRIXTON PRISON. *Ex parte SERVINI.* Div. Court. 24th Oct.

EXTRADITION—ORDER IN COUNCIL—ORDER NOT PROVED—COMMITTAL—WRIT OF HABEAS CORPUS—EXTRADITION ACT, 1870 (33 & 34 VICT., c. 52), ss. 2, 5, 10.

A prisoner was committed for extradition to Italy, without formal proof of the Order in Council applying the Extradition Act, 1870. On an application for a writ of habeas corpus.

Held, that the application must be refused, on the ground that there was nothing in the Order in Council which would have helped the prisoner.

In this case a rule *nisi* was granted for a writ of habeas corpus, calling upon the Governor of Brixton Prison to bring up one Pietro Servini, who had been committed by a metropolitan police magistrate for extradition to Italy on a charge of forgery, and uttering forged promissory notes within the jurisdiction of the Italian Government. The ground of the motion was that no proof was given before the committing magistrate of the Order in Council applying the Extradition Act to Italy, and further that there was no evidence to justify the magistrate in making the order for committal. The forgeries alleged to have been committed by Servini took place in 1905, and he came to this country in 1906, and had remained here ever since. Servini was committed in respect of seven charges. In five cases he was charged with forging the signature of one Busani, in one case of one Bertolotti, and in the remaining case of one Lutadini. The depositions taken in Italy contained evidence by Busani to the effect that the signatures to the bills were not his, and Lutadini had also stated that he had not signed any bill. It was not disputed that there was evidence in the case of Bertolotti. It was argued against the rule that a remedy by way of habeas corpus only applied when the applicant had some

case on the merits, and not where he was relying on a technical point arising out of the proceedings before a magistrate. In support of the rule it was argued that as there were often great differences between the extradition treaty and the Order in Council, it was of great importance to the applicant that he should have particulars of the treaty. The following cases were cited in agreement:—*Re Counhaye* (L.R. 8 Q. B. 410), *R. v. Ganz* (9 Q. B. D. 105), *R. v. Governor of Holloway Prison, Ex parte Siletti* (87 L. T. R., 332), *Re Arton* (No. 2), (1896, 1 Q. B. 509), *R. v. Governor of Brixton Prison, Ex parte Savarkar* (1910, 2 K. D. 1056), *R. v. Wilson* (3 Q. B. D. 424), and *Ex parte Castrini* (1891, 1 Q. B. 157).

RIDLEY, J., said the writ was moved for on the following grounds:—(1) That there was no proof of the Order in Council before the committing magistrate; (2) that there was no evidence of the charges on which the magistrate had committed; and (3) that the warrant charged forgery generally, and that the magistrate had not committed on all the charges. With regard to the last point, the phraseology of the warrant pointed to the crime having to be mentioned by its class only. With regard to the second point, the evidence was certainly slight, but it was admitted that there was some evidence with respect to one of the charges. With regard to the first point, there could be no real objection to the jurisdiction. There was an Order in Council and a treaty with Italy, which included these offences. What had been omitted before the magistrate would have been perfectly valueless if proved. The writ of *habeas corpus* was established to release those who were put in prison without cause, and was not intended to apply to such a case as the present. The rule must be discharged.

SCRUTTON and BAILNACHE, JJ., concurred.—COUNSEL, *Sir John Simon*, A.G., and *G. A. H. Branson*; *Harker*. SOLICITORS, *Director of Public Prosecutions*; *Guy Wallington*.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Court of Criminal Appeal.

REX v. BROWN. 27th Oct.

CRIMINAL LAW—HABITUAL CRIMINAL—"IS LEADING PERSISTENTLY A DISHONEST OR CRIMINAL LIFE"—PERIOD TO BE INQUIRED INTO—PREVENTION OF CRIME ACT, 1908 (8 ED. 7, c. 59), s. 10, SUB-S. 2 (a).

The appellant was charged as an habitual criminal, having been convicted before the same jury of shopbreaking. After committing this offence he escaped arrest, and for five months from that time until his arrest was employed in a circus, and there was no evidence that during that period he was leading other than an honest life. The deputy-chairman, in his summing up, directed the jury that they might find that he had been leading a dishonest or criminal life during that period, because he was a fugitive from justice. The jury convicted the appellant.

Held, that this was a misdirection, and that the conviction must be quashed.

Held also, that in considering whether a prisoner is leading persistently a dishonest or criminal life within the meaning of section 10 (2) (a) of the Prevention of Crime Act, 1908, the jury may take into consideration the period immediately preceding his last arrest.

Appeal against a conviction at the County of London Sessions as an habitual criminal, and against a sentence of five years' preventive detention. The appellant, Alfred Brown, was indicted for feloniously breaking into a shop on the 22nd of March, 1913, and stealing therein certain goods, and he was also charged as a habitual criminal. He was convicted on the former charge. He had last been released from prison on the 28th of October, 1912, and there was evidence that between that date and the date of the commission of the above offence, on the 22nd of March, 1913, he had been leading a dishonest life. After the 22nd of March, having escaped arrest for committing the offence, he obtained employment in a circus in the North of England, and there was no evidence that from that time until his arrest on the 10th of August, 1913, he was leading other than an honest life. In directing the jury on the question, under section 10, sub-section 2 (a) of the Prevention of Crime Act, 1908 (8 Ed. 7, c. 59), as to whether the prisoner was "leading persistently a dishonest or criminal life," the deputy-chairman said, "A man who is a fugitive from justice from the 22nd of March, when he ran away, to the 10th of August in the same year, when he was caught, can hardly be said to be leading an honest life, and you may find that he was leading a dishonest and criminal life during that time, because he was a fugitive from justice." The jury convicted the appellant, who was sentenced to three years' penal servitude, and five years' preventive detention. It was contended by the prosecution on the appeal that the summing up as a whole modified that particular portion of it, and that it only suggested to the jury that the appellant's good conduct during the above period was owing to fear of arrest, and did not indicate a desire to reform. It was also contended that the period to which the jury's inquiries should be directed should be that elapsing between the last release from prison and the commission of the offence of which the accused had just been convicted.—*Reg. v. Mitchell* (76 J. P. 423, at p. 424; 28 T. L. R. 484).

Sir RUFUS ISAACS, C.J., in delivering the judgment of the court, said that the Prevention of Crime Act, 1908, had given the State extended rights over prisoners, by enabling the court, in certain circumstances, to pass upon them a sentence of preventive detention. The legislature recognised that this was to some extent an interference with the liberty of the subject, and, accordingly, took great care that every



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opportunity should be given to a criminal indicted as an habitual criminal to shew that he was not one. The point taken by the Crown was, that proof that the appellant during a certain period was a fugitive from justice was in itself evidence upon which the jury might find that he had been leading a dishonest or criminal life during that period. In four months after the 22nd of March he had been employed in a circus, and no evidence, other than that of his being a fugitive from justice, had been given that he had led a dishonest or criminal life from that date until his arrest. The first question to be considered was whether the jury were entitled, under section 10, sub-section 2 (a) of the Prevention of Crime Act, 1908, to consider that period at all. It seemed to him that what the jury had to consider was whether, at the time of the conviction immediately preceding the trial as a habitual criminal, the appellant was leading persistently a dishonest or criminal life. The words of the sub-section were "is leading," and the court attached importance to them. Therefore, in the present case the jury ought to have considered what happened between the 22nd of March and the 10th of August. It was rather difficult to see exactly what direction the deputy-chairman intended to give. He told the jury at first: "You may find that he was leading a dishonest and criminal life during that time, because he was a fugitive from justice." The court thought that was putting the case a little too strongly against the appellant. It was true that, later on, the deputy-chairman gave a somewhat different direction, which, if it stood alone, would be unobjectionable. He said, "You must seriously consider whether, during the last few months since the 28th of October, he has been leading a persistently dishonest and criminal life." The deputy-chairman seemed to have some doubt in his mind whether he was quite right in his earlier direction, and had not adopted a criterion a little too harsh against the appellant, and that he tried to whittle down its effect. But the court did not feel satisfied that the jury did not adopt that criterion. It was very necessary to sum up these cases on indictments of habitual criminals with great care to a jury which had just convicted the accused of another offence, and this direction was unsatisfactory. The notice given to the appellant of intention to indict him as an habitual criminal, given pursuant to section 10, sub-section 4 (b) of the Act, gave (*inter alia*) as a ground the following:—"That you made no genuine effort to obtain any honest employment between the date of your last release from prison, and that of your apprehension on the charge for which you now stand committed for trial." That indicated what was the period to be inquired into. The deputy-chairman should have given the jury a clearer direction. The conviction as an habitual criminal must be quashed, and, consequently, the sentence of five years' preventive detention.—COUNSEL, the appellant in person; *H. D. Roome*. SOLICITOR, *Director of Public Prosecutions*.

[Reported by G. G. MORAN, Barrister-at-Law.]

Societies.

Law Association.

The usual monthly meeting of the directors was held on Thursday, the 6th inst., Mr. J. W. C. Frere in the chair. The other directors present were Mr. T. H. Gardiner (treasurer), Mr. F. W. Emery, Mr. P. E. Marshall, Mr. Mark Wakers, Mr. W. P. Richardson, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £20 was voted in relief of a deserving case, and other general business transacted.

United Law Society.

A meeting of the above society was held on Monday, the 10th of November, at 3, King's Bench-walk, Temple, E.C. Mr. N. Tebbutt moved: "That the Second Chamber in this country should have the former powers of the House of Lords, and should consist of a fixed number of members, none of whom should be hereditary, and of whom some should be appointed by the Crown and others elected on an

adequate property franchise." Mr. C. P. Blackwell opposed. The following gentlemen also spoke:—Messrs. Bowman (visitor), R. Primrose, W. C. Lindy, G. Duveen (visitor), A. T. Settle, G. Blackwell, Morden, and H. S. Wood-Smith. The motion was carried by 1 vote.

Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 12th inst., Mr. Richard S. Taylor in the chair, and Messrs. S. P. B. Bucknill, W. Cheesman (Hastings), T. S. Curtis, A. Davenport, W. Dowson, C. Goddard, J. R. B. Gregory, C. G. May, W. A. Sharpe, M. A. Tweedie, R. W. Tweedie, and W. M. Walters. Grants to the amount of £718 were made to poor and deserving cases. Twenty-seven new members were admitted, and other general business transacted.

The Union Society of London.

The fifth meeting of the 1913-14 session was held in Lecture Room B on Wednesday, the 12th of November, 1913. The president (Mr. J. Guy Baker) occupied the chair. After private business, Dr. Schirmeister-Marshall moved:—"That in the opinion of this house the Balkan policy of the great Powers in recent times has proved a complete failure." Mr. M. P. Fitzgerald opposed the motion. The following members also spoke:—For the motion: Messrs. C. H. Counsell, A. Safford, J. H. Easton, H. Geen, G. F. Kington, W. L. Rowe. Against the motion:—Messrs. R. W. Stevens, W. S. David-Devis, A. W. Armitage, V. A. Lyons, W. H. Hole. On a division 10 members voted for the motion and 6 members against the motion, which was accordingly declared carried by 4 votes.

The House thereupon adjourned until the 19th instant, when Mr. A. H. H. Richardson, M.P., will move:—"That this House approves the policy of H.M. Government, and congratulates them upon their achievements in the cause of social and democratic government." Mr. G. F. Kington will oppose.

Inner Temple.

The Treasurer, Mr. Justice Bucknill, and the Masters of the Bench entertained at dinner on Wednesday, being the Grand Day of Michaelmas Term, the following guests:—The Duke of Marlborough, Lord Balfour of Burleigh, Lord Dunedin, the Lord Chief Justice, the Master of the Rolls, Colonel Lockwood, M.P., General Sir Neville Lytton, Sir Edward Clarke, K.C., the Master of the Temple, Sir Edward Henry, Sir Edward Troup, Sir Walter Prideaux, Sir Guy Granet, Mr. Edmund Gosse, and the Sub-Treasurer.

Law and the City.

At the Lord Mayor's banquet last Monday, says the *Times*, Mr. Sheriff Painter proposed "The Judges and the Bar of England." He said that the high esteem in which the members of the Judicial Bench were ever held was due to the confidence everywhere reposed in their probity, impartiality, and, not least, their knowledge of the world. These qualities provided suitors with a fair hearing. To the Lord Chief Justice and the Attorney-General they tendered their warmest congratulations on their recent promotions. Never had both Bench and Bar been more widely respected than they were at the present time.

The Lord Chief Justice, in responding, said: Mr. Sheriff Painter has been good enough to propose the toast of his Majesty's judges, for which I have, for the first time, the honour and privilege of responding. You will, I am sure, forgive me if, before I say a word on behalf of my brother judges, I give utterance to two thoughts which are foremost in my mind at this moment when I stand here in this historic hall of the ancient city and address you in response to this toast so felicitously proposed. The first is that I count it indeed fortunate, and may I say appropriate, that my first public utterance outside the courts of justice should be made here in the city, bound as I am to the city by memories of my early youth and my early associations and training, and remembering as I do that much of what has stood me in good stead in my life in later years was first learned in the City and among business men. The second you may perhaps think a little more irrelevant, but I am in my infancy as a judge, and therefore you must forgive me if I stray into irrelevancy. I cannot address you here to-night in the City without recalling to you that I should not be here occupying this position at this moment if it were not for the struggles of the City of London, now so many years ago, in the cause of religious liberty. I should, my Lord Mayor, be ungrateful indeed if I allowed this opportunity to pass without reminding you, first of all, that it is the City which insisted on members of my community being able to become members of your Corporation and Aldermen. It was the City that led the struggle for representation by members of my community in the House of Commons, and, if I might stray for one moment into those paths which perhaps are not peculiarly appropriate to the toast to which I am responding, it is that I believe I should be false to everything that is within me if I did not give utterance to these sentiments, remembering as I do that memories so quickly fail, and that, when the whole nation now agrees that there should be the fullest religious liberty and toleration, that was not the case when the City

fought the battle which enabled me to be placed here. I am privileged to speak for the judges, whom I know from my observation at the Bar more than in my association with them as judges. I know them from practising before them for so long, and it is for that reason that I am responding for them with less restraint. My predecessor, Viscount Alverstone, was a man who devoted not only the best of his ability but the best of his strength to furthering the cause of justice. He never spared himself; he never learned the meaning of economizing his forces. I might be tempted to indulge in some speculation as to what the result will be of the Royal Commission which his Majesty appointed to inquire into the causes of delay in the King's Bench Division. But I shall not attempt to do it. I am quite certain of this—that they will be led to produce recommendations which we shall consider with the utmost respect, recommendations and views which I know that my brother judges will attempt, not only to consider, but to give effect to, if possible, and that the only view which they would put forward at this moment is that the judges of England are animated by one single purpose, and that is to serve the highest public interest of the State and do what in them lies to promote the cause of justice, and in that way to do good and satisfy the public demands of the community. Let me say in conclusion that judges have, of course, high ideals. Perfection can never be attained by human beings, but we can labour, as I believe we have laboured, and as I am sure the judges will labour in the future, to make justice swift and yet not hurried, for justice in haste is, in my opinion, justice in jeopardy; and above all, while administering justice and passing judgment upon the actions of men, we shall always remember that justice is never less in peril than when it is tempered by mercy.

The Attorney-General, replying on behalf of the Bar, said that his profession was of all professions the most constantly misunderstood. There were still some deluded persons who regarded a barrister as one who earned his living by fomenting strife and who took peculiar pleasure in bamboozling juries and misleading judges by the exercise of acumen almost diabolic, stimulated by the payment of fees entirely extortionate. In every particular that picture was untrue. So far from strife being promoted by the practice of advocacy, more quarrels were settled, more controversies were closed, and more reconciliations were effected within the boundaries of the Temple and of Lincoln's Inn than in the whole of the United Kingdom besides. This country had evolved a system by which judges who were themselves trained at the Bar expected to receive from the advocates who practised before them the contentions appropriate to the case, presented with fidelity to their clients, with fairness to their adversaries, and with candour to the tribunal itself. That was why barristers claimed in some measure themselves to be the instruments of justice. That was why, by the ancient tradition of that banquet, the Bench and the Bar were coupled in a single toast. That was why he was so proud to respond for that great profession, and doubly proud on an occasion when he shared the responsibility of replying with one who was for three years his colleague and his chief, and whom to-day the whole Bar of England acclaimed as the chief of the permanent judiciary of the land.

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 11.—Mr. H. G. Meyer in the chair.—The subject for debate was: "That the case of *Re Rattenbury* (1906, 1 Ch. 667) was wrongly decided." Mr. C. W. Hill opened in the affirmative, Mr. C. A. Dowling seconded in the affirmative; Mr. P. B. Skeels opened in the negative, Mr. A. R. Penny seconded in the negative. The following members also spoke: Messrs. J. W. Lonsdale, H. R. L. Allerton, H. K. Turner, W. S. Meeke, E. J. Kafka, W. C. Batten, W. P. Bennett, H. E. Girling, C. R. Dawkins, C. R. Morden, R. F. Mattingley, and N. A. Johns. The motion was lost by four votes.

Legal News.

General.

According to Washington advices, says the *Times* New York correspondent under date 9th inst., the House Judiciary Committee will begin hearings early in December on Bills to amend the Sherman Anti-Trust Law. It is said that experts are already preparing statistical data and extracts from various laws on the subject, and the House Committee expects to be ready to proceed when the Administration gives the word. What form the proposed legislation will take it is impossible to predict, except that it will seek further to regulate corporations, thus destroying whatever hope had been entertained of respite from such governmental interference with business.

In Edinburgh Sheriff Court the other day, says the *Westminster Gazette*, a Mid-Lothian farmer unsuccessfully sued Rossleigh (Ltd.) for the price of an overcoat, which he stated he had left, along with his motor-car, in their custody. Sheriff Orr's decision that, in accepting the custody of the car, the defendants did not accept that of any articles left in it, and that, therefore, the loss of the overcoat involved them in no charge of negligence, is an interesting one for all motorists who are their own chauffeurs, and especially visitors from the country who are obliged to make use of a garage when in town.

Mr. Bruce-Joy, the sculptor, has, says the *Times*, finished a statue of the late Lord Justice Fitzgibbon, and it was this week to be conveyed to Dublin. The statue, which has been provided by public subscription in Ireland, will be placed in St. Patrick's Cathedral, Dublin, and will be unveiled on the 20th of November by the Archbishop of Dublin. Mr. Bruce-Joy's work lacks nothing in impressiveness and character. Lord Justice Fitzgibbon is depicted in the robes of a Doctor of Law, and, standing in a characteristic attitude, he holds a book in his left hand. The statue, which is 6 ft. 7 in. in height, will, it is expected, stand close to that of Chief Justice Whiteside.

Lord Haldane's suggestion, says the *Globe*, that the Imperial Court of Appeal, when the House of Lords and the Judicial Committee have been amalgamated, should be a perambulatory tribunal has not gone uncriticised in the legal world. If the court visits only the larger colonies, such as Canada, South Africa, and Australia, the smaller colonies, who, like all litigants, are wont to regard their own litigation as the most important, will, it is said, be jealous. If, on the other hand, the court visits all the King's dominions, including India, it will spend most of its time in travelling. Scotland and Ireland, too, will want to be included in the Imperial circuit. Will the decisions of an itinerant tribunal command the same respect as those of a court sitting permanently at the heart of the Empire? The Lord Chancellor's idea of making the Judicial Committee a more visible embodiment of the unity of the Empire is a most captivating one, and the doubts and misgivings which are being expressed in legal circles, especially among practitioners before the Judicial Committee, are not likely to interfere unduly with the promotion of so fascinating a project, but they will certainly have to be considered before it is carried out.

The following is the comparative statement of land sales for October:—

	October, 1912.	October, 1913.
	£	£
The Mart	364,954	295,947
Country and Suburban	851,971	572,813
Private Contract	88,077	196,196
	£804,302	£974,866

The monthly returns, says the *Times*, are in encouraging contrast to any that have appeared since June last. The continuous decline in the totals of the recorded sales since the latter month has been arrested, and a sum of as much as £350,000 of the deficiency in the current year's figures, compared with those of 1912, has been wiped out. This is not due to any improvement in the volume of business at Tokenhouse-yard, but chiefly to the important sales effected in the country auction rooms and to transactions by private treaty. This is explained to some extent by the fact that it is more convenient to all parties to offer residential and agricultural properties in the nearest market town, and as the bulk of the buying has been of that class of property, the totals naturally reflect it to the apparent detriment of the Mart figures. The aggregate realizations reported during the present year in London and the country and by private negotiation amount to £7,398,943, against £8,020,637 in the like period of 1912.

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Adv.

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 93, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Adv.)

THE LAW AND PRACTICE OF INTERPLEADER IN THE HIGH COURT AND COUNTY COURTS. With a chapter on the conduct of an Interpleader proceedings and complete sets of forms. By S. P. J. MERLIN, Barrister-at-Law. Price 6s. net. Butterworth & Co., Bell Yard, W.C.—"Indispensable to Sheriffs and High Bailiffs."—[Adv.]

The Property Mart.

Forthcoming Auction Sales.

November 10.—Messrs EDWIN FOX, BOURNFIELD, BURNETT & BADDELEY, at the Mart, Freehold Ground Rent (see advertisement, back page, Nov. 1).
November 10.—Messrs WEATHERALL & GERRARD, at the Albion Hotel, Piccadilly, Manchester, at 5, Chief Rents (see advertisement, page iii, Nov. 8).
November 20.—Messrs H. C. FOSTER & CRANFIELD, at the Mart, at 2: Reversions, Policies, Shares, &c. (see advertisement, back page, this week).
December 2.—Messrs DARRINGTON, TAYNOR & CHINCHOCK, at the Mart, at 2: Freehold Properties (see advertisement, page xii, Oct. 25).
December 3.—Messrs DOUGLAS YOUNG & Co., at the Mart: Leasehold Ground Rent (see advertisement, back page, this week).

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice JONES.	Mr. Justice WASHINGTON.
Monday Nov. 17	Mr. Goldschmidt	Mr. Gresswell	Mr. Bloxam	Mr. Jolly
Tuesday .. 18	Borror	Bloxam	Jolly	Gresswell
Wednesday .. 19	Leach	Jolly	Synges	Borror
Thursday .. 20	Church	Borror	Farmer	Synges
Friday .. 21	Synges	Goldschmidt	Church	Farmer
Saturday .. 22	Farmer	Leach	Goldschmidt	Bloxam
Date.	Mr. Justice NEVILLE.	Mr. Justice EVANS.	Mr. Justice SARGANT.	Mr. Justice ARBUTHNOT.
Monday Nov. 17	Mr. Leach	Mr. Farmer	Mr. Churton	Mr. Borror
Tuesday .. 18	Goldschmidt	Synges	Farmer	Leach
Wednesday .. 19	Church	Bloxam	Goldschmidt	Gresswell
Thursday .. 20	Gresswell	Goldschmidt	Leach	Jolly
Friday .. 21	Jolly	Leach	Borror	Bloxam
Saturday .. 22	Borror	Church	Gresswell	Synges

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—FRIDAY, Nov. 7.

B. HARTELUST, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 20, to send their names and addresses to us, Bernard Hartelust and Jelle Zoethun, jun., L. cumardan, Holland, liquidators.
HAMMERSWITH CINEMATOGRAPH THEATRE, LTD.—Creditors are required, on or before Dec. 17, to send their names and addresses, and the particulars of their debts or claims to Gerald Blewitt Manley, 24, Martins Ln, Cannon st., liquidator.
HENRY POLLITT, LTD.—Creditors are required, on or before Nov. 25, to send their names and addresses, and the particulars of their debts or claims, to William Bolton, 13, Spring gdns, Manchester, liquidator.
HYPOTHE ME (FALKIRK), LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to A. J. H. Shay, 63, Queen Victoria st., liquidator.
JOHN CAMMACK & Co., LTD.—Creditors are required, on or before Nov. 25, to send their names and addresses, and the particulars of their debts or claims, to William Bolton, 13, Spring gdns, Manchester, liquidator.
LONDON SCHOOL OF MOTORING, LTD.—Creditors are required, on or before Dec. 15, to send in their names and add. cases, and the particulars of their debts or claims, to Ernest James Furnell, 15, Great Saint Helena, liquidator.
REDMAN, BLIZZARD & KEIGHLEY, LTD.—Creditors are required, on or before Dec. 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. Arthur France, West Bar chmbrs, Boar Ln, Leeds, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette—TUESDAY, Nov. 11.

COLEMAN'S PATENTS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec. 10, to send in their names and addresses, and the particulars of their debts or claims, to Warwick James Lovell, 169, Piccadilly, liquidator.
MISS JAY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 29, to send their names and addresses, and the particulars of their debts or claims to Tom Williamson Moss, 16, John Dalton st., Manchester, liquidator.
UNITED AFRICA TRADING CO., LTD.—Creditors are required, on or before Jan. 5, to send their names and addresses, and the particulars of their debts or claims, to Wm E. Taylor Carr, 105A, Cannon st., liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Nov. 7.

W. J. RIMMER, LTD.
GRAVES & SANDERSON, LTD.
ACCESSORIES MAUFACTURING CO., LTD.
EVERBRITE POLISH CO., LTD.
ANGLO-RUSSIAN INTERNATIONAL SYNDICATE, LTD.
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SUN POWER CO. (EASTERN HEMISPHERE), LTD.
T. H. WATTS, LTD.
BROKEN HILL SOUTH EXTENDED, LTD.
E. CARDELLA & Co., LTD.

London Gazette—TUESDAY, NOV. 11.

ROADITE, LTD.
EMPIRE PALACE (EALING), LTD.
GEORGE DUNN & CO., LTD.
PRESTON ELECTRIC CO., LTD.
BRITISH LION MOTOR CAR CO., LTD.
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Creditors' Notices. Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, OCT. 31.

HALL, JULIAN BERNARD, Debtor at, Piccadilly Dec 1 Falcon v Hall, Joyce, J
Hartie, Lincoln's inn fields
STALEY, ALFRED EDWARD, Debtor at, Muswell Hill, Optician Dec 1 Bausch and Lomb
Optical Co v Staley and Another, Neville and Asbury, JJ Oldfield, Eastcheap

London Gazette.—FRIDAY, NOV. 7.

JESSE, JOHN FAIRFAX, Debtor at, Denbigh Dec 1 Jesse and Others, Davies v Griffiths, Sargant,
J Johnson, Ruthin

London Gazette.—TUESDAY, NOV. 11.

WILKINS, WILLIAM, Debtor at, Amersham, Bucks, Coal Merchant Dec 11 Wilkins v Wilkins,
Joyce, J Donisthorpe, Chesham

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 4.

BENYON, EMMA Nov 30 Smith & Co, Throgmorton av
BLACKER, EDWARD ERNEST ARUNDEL, Weston super Mare, Tailor Jan 1 Grey & Co,
Weston super Mare
BOTT, CAROLINE MARGARET, Hanbury Hall, nr Burton on Trent Jan 31 Byrne,
Surrey st
COLLINS, JULIANA, Ryde, I of Wight Dec 1 Kerby, Truro
DANES, REV GERMAN WHEATCROFT, Nottingham Dec 1 Fox & Manning, Nottingham
DEAR, MARTHA ANN, Mertham, Surrey Dec 1 Cure & Ball, Clement's inn
ELLIS, CHARLES OSBORNE, Perry Barr, Staffs, Gun Manufacturer Dec 15 Pointon &
Evershed, Birmingham
FELLOWS, RICHARD, Warw. k, Licensed Victualler Dec 8 Thomas & Co Birmingham
GAMLEN, ALBERT FREDERICK, Devonport, Outfitter Dec 2 Pearce, Devonport
GASCOIGNE, CHARLES, Suffolk, Chemist Dec 10 Wiltshire & Co, Great Yarmouth
GREEN, ISAAC, West End in, West Hampstead Dec 8 Scadding & Bodkin, Gordon st
GROVESOR, HELEN, Buckhurst Hill, Essex Dec 1 Smith & Hudson, Fenchurch st
HANBLEDDEN, EMILY, VISCONTESSE, Belgrave sq Dec 1 Bircham & Co, 46, Parliament st
HARRIS, MARIA, Great Yarmouth Dec 31 Lynde, Great Yarmouth
HARRISON, JAMES and HARRISON, ELIZABETH, Clitheroe, Lancs, Fried Fish Dealers Dec
10 Baddwin & Co, Clitheroe
JANVIS, GRACE, Weybridge Nov 30 James, Clement's inn
JENNINGS, GEORGE WILLIAM, Devonport Dec 2 Pearce, Devonport
KILLIP, REV ROBERT, Southport, Wesleyan Minister Dec 15 Batty & Co, Manchester
MACFARLANE, FRANCES MARY, Curzon st, Mayfair Dec 19 Loughborough & Co, Austin
friars
MEREDITH, OLIVER, Weston super Mare Jan 1 Grey & Co, Weston super Mare
MONTGOMERY, FREDERICK RAYMOND de Lewes Dec 13 Shipton & Ainsworth, Buxton
NEWPORT, ELIZABETH JESSIE, Totnes, Devon Dec 4 Tozer & Dell, Teignmouth
PETTER, CHARLOTTE WADMAN, Yeovil Nov 30 Watts & Co, Yeovil
PIDDOCKE, ISABELLA LOUISA, Kensington Gardens sq Dec 8 Davies, Queen's rd, Bays-
water
ROWSE, WILLIAM, Balham New rd, Balham Dec 3 Attenborough & Sons, Thavies inn,
Holborn
SCOTT, JOHN, Eversley, Liverpool, Furniture Broker Dec 20 Thomson & Wilson,
Kendal
WHALLEY, JOHN HENRY, Scarisbrick, nr Ormskirk Nov 25 Wilmot & Hodge, South-
port
WHALLEY, MARY, Scarisbrick, nr Ormskirk Nov 25 Wilmot & Hodge, Southport
WHITER, JOHN WILLIAM, Kenninghall rd, Clapton, Silk Agent Nov 24 Whiter, New-
ington butts
WINTERBURY, REV BENJAMIN THOMAS, Crowborough, Sussex Dec 31 Cheale & Son,
Tunbridge Wells
WRATISLAW, ELIZA ANNE, Rugby Nov 30 Wratislaw & Thompson, Rugby
YOUNG, ELIZABETH, Chesterfield, Derby Dec 10 Hett & Co, Brigg

London Gazette.—FRIDAY, NOV. 7.

AGATE, CHARLES JAMES, Penkilton, Lancs, Cloth Agent Dec 6 Dendy & Paterson,
Manchester
ALLAN, ELIZABETH, Newcastle upon Tyne Dec 13 Armstrong & Sons, Newcastle upon
Tyne
ALPE, MARIA LOUISA, Norwich Dec 6 Mills & Reeve, Norwich
ARCHER, DAVID, Castle Eaton, Wilts Dec 20 Kinneir & Co, Swindon
BACON, SAMUEL SEWELL, JP, Gateacre, Lancs Dec 16 Johnson & Son, Liverpool
BAKER, EDWIN, Hulme, Manchester, Coal Merchant Dec 6 Marson, Manchester
BELL, HARRY, Marnham, Bradford, Dec 1 Crabtree, Bradford
BURTON, HOWARD, Gravesend, Kent, Wine Merchant Dec 15 Boorman, Gravesend
BUTLER, CATHERINE, Blackheath, Kent Dec 10 Witham & Co, Gray's Inn sq
BUTTERWORTH, ELIZABETH, Newhey, nr Rochdale Jan 1 Standing & Co, Ro hdale
CHARLES, HENRY JOHN, Haalingfield, Cambridge, Farmer Dec 8 Wright, Cambridge
CLARK, JOHN WATERS, Castlethorpe, Lincoln, Tanner Dec 31 Hett & Co, Brigg, Lincs
CLARK, SARAH, South Petherton, Somerset Dec 5 Walter, Ilminster
CLAY, ANNIE ELIZABETH, Surfleet, Lincoln Dec 10 Smith & Co, Donington, nr Spalding
COLE, ELIZA MARIA, Walton on the Naze, Essex Dec 13 White, Colchester
DENT, WILLIAM HENRY ADOLPHUS, Cromwell houses, Queen's gate Dec 16 Bird &
Bird, Gray's Inn sq
DICKENS, ALFRED LAMBERT, West End, Hampstead Dec 5 Watkins & Co, Sackville st
EDWARDS, WILLIAM, Bangor, Carnarvon Dec 19 Francis & Calder, Adelaide pl,
London Bridge
FOSTER, JOHN, Uttoxeter, Staffs, Innkeeper Dec 10 Wilkins & Son, Uttoxeter
GARTH, ENOCH, Dacre, Yorks, Farmer Dec 1 Kirby & Son, Harrogate
GAVIN, HAROLD JOHN, Eile, Fife Dec 16 Murray & Co, Birchin in
GUY, RUTH, Chiddingfold, Sussex Dec 31 Lewis & Holman Lewes

HAGGER, JOHN, Wimpole, Cambridge, Farmer Dec 5 Wortham & Co, Royston
HALL, CAROLINE MATILDA, Brookthorpe, Gloucester Nov 21 Treasure, Gloucester
HARNEY, MICHAEL JOHN, Doctor Johnson's bldgs, Temple Dec 3 Wolfe, Skibbereen,
co Cork
HARRIS, ELIZA, Bedworth, Warwick Dec 5 Brock & Co, Nuneaton
HENRIQUES, GERALD QUIXANO, Sussex gdns, Hyde Park Dec 4 Elkins & Henriques,
Salter's Hall court, Cannon st
HORSMAN, THOMAS, Dacre, York, Farmer Dec 1 Kirby & Son, Harrogate
HUME-COOKSON, JOHN COOKSON, Bishop Auckland, Durham Dec 20 Lingards & Hamp,
Manchester
LARKINS, MARIANNE HARRIET LOUISA, Weston, Bath Nov 29 Hopgood & Dowsons
Spring gdns
LWESON, MARY ELIZABETH, Elmsdale rd, Walthamstow Dec 15 Crosse & Sons, Lan-
caster pl, Strand
MARGESSON, LIEN-COL, WILLIAM GEORGE, Worthing Dec 10 Pollock & Co, Lincoln's
inn fields
MCCLARY, JOHN, Millhouses, Sheffield, Cutlery Manufacturer Dec 8 Branson & Son
Sheffield
MCMASTER, JOHN HENRY STANISLAUS, Beasboroughgdns, Westminster Dec 10 Rogers
& Wilcox, Victoria st
MILLS, ELIZABETH, Mansfield, Nottingham Dec 8 Bryan & Armstrong, Mansfield,
Notts
MORLEY, MARY, Billingham, Lincoln Dec 10 Smith & Co, Donington, nr Spalding
MORRIS, HANNAH, Bowington, Warwick Dec 31 Campbell & Co, Warwick
NOBLE, ELIZA ANNE, Henley on Thames Immediately Johnson & Co, New
Lincoln's inn
OLVER, THOMAS, Truro Dec 10 Chilcott & Sons, Truro
PAGE, PETER, Croydon Dec 4 Smith & Smyth, Aldersgate st
PAFFORD, REBECCA, Norton Woodseats, Sheffield Dec 31 Taylor & Emmet, Sheffield
ROWE, REV GEORGE STRINGER, Bromley, Kent Dec 16 Ingle & Co, Chapel House, New
Broad st
ROWE, JANE, Bromley, Kent Dec 16 Ingle & Co, Chapel House, New Broad st
SINCLAIR, SIR JOHN GEORGE TOLLEMACHE, King st, St James' Dec 31 Golding & Co,
Cannon st
SPINKS, JANE, Donington, Lincoln Dec 10 Smith & Co, Donington, nr Spalding
STREET, JANE, Walton on Naze, Essex Dec 8 Arthur, Queen Victoria st
STREET, WILLIAM CHARLES, Walton on Naze, Essex Dec 8 Arthur, Queen Victoria st
SWAN, FLORENCE JULIA, Lower Lesson st, Dublin Dec 10 Witham & Co, Gray's Inn sq
TAYLOR, JOHN, Culcheth, Warrington Dec 3 Bateman, Liverpool
THOM, WILLIAM, Loughrige, Lancs Dec 31 Coste & Co, Blackburn
TOWELL, WILLIAM ARTHUR, Edgware, Middx Dec 25 Boyce & Son, Barnet, Herts
TOWNSEND, HENRIETTA ANNA MARIA, Hatfield Peverel, Essex Dec 12 Blood & Son,
Witham, Essex
WAKLEY, WILLIAM ROBERT CLAPFOOT, Ryde, Isle of Wight Dec 8 Wordsworth,
Gresham house, Old Broad st
WARD, SARAH ANN, Lamington Dec 5 Harris & Twist, Nuneaton
WEEKES, GEORGE, Dover Dec 17 Mowll & Mowll, Dover
WEINMAN, CHARLES FREDERICK, Bernard st, Russell sq Dec 7 Blyth & Co, Gresham
house, Old Broad st
WELLS, WILLIAM ESTRIDGE, Grove hill rd, Camberwell Dec 20 Chalinder & Herington,
Hastings
WILSON ELIZABETH JANE, Westmoreland st, Pimlico Dec 4 Griffith & Chown, 31,
Walbrook
WILSON, MARY ANN, Newark upon Trent Dec 3 Footitt, Newark
WILSON THOMAS, Walise d, Northumberland Nov 21 Drury, Newcastle upon Tyne
WOOD, WILLIAM, Blackheath Nov 26 Mason & Co, 115, High Holborn

London Gazette.—TUESDAY, NOV. 11.

BARWELL, HAROLD, Saskatchewan, Canada Dec 30 Turner and Hadfield, Birmingham
BRIDLEY, MARY JANE, Meltham nr Baddersfield Dec 20 Fisher & Co, Baddersfield
BURY, MARY, Sherwood Rise, Nottingham Dec 12 Wells & Hind, Nottingham
CHAMBERS, ANNIE, Nottingham Dec 31 Burton & Briggs, Nottingham
CHETHAM, MATILDA, Beeston, Leeds Dec 31 Turner, York
CROOK, WILLIAM HENRY, Southport, Wholesale, Clothier Dec 31 Wilmot & Hodge,
Southport
DANGERFIELD, ELEANORA, Romney mans, Langham st Dec 11 Wood & Co, Eastcheap
DAVIE, CHARLES EDWARD, East Dulwich rd, East Dulwich Dec 6 Allan & North, King's
Bench walk, Temple
FARREY, EDWARD, Greville pl, Kilburn Dec 8 Janson & Co, College hill
FOULKES, MARGARET JANE, Rhyl, Flint Dec 20 Pierce-Lewis, Rhyl
GIBBS, JOHN, Bromley, Kent Dec 11 Ingle & Co, New Broad st
GUNTON, SAMUEL, Avenue rd, Regent's Park Dec 14 Beaumont & Son, Gresham House,
Old Broad st
HOLZAPFEL, MARIA ANN, Southend on Sea Dec 15 Stokes & Stokes, Gt St Helens
JAMES, JAMES TAIT, Studley rd, Forest Gate Dec 31 Bird & Eldridges, Great
James st
JENKINS, DAVID, Llanywryfon, Cardigan, Farmer Forthwith Jones, Aberystwyth
JONES, CHARLES, Ealing, Civil Engineer Dec 20 Lambert & Hale, 35, Queen
Victoria st
KING, FREDERICK, Twickenham Nov 21 Haslip & Co, Martin's ln
KING, ROBERT KINGSOTE, Great College st, Camden Town, Leather Goods Manufac-
turer Jan 1 Philip & Brown, Finsbury print
LEBBEN JAMES, Woolston, Southampton Jan 7 Warne, Southampton
LEBBEN, JUNIA, Woolston, Southampton Jan 7 Warne, Southampton
LEES, SARAH, Denbigh Nov 22 Pownall & Co, Ashton upon Lyne
LOOKER, EMMA, Kingston hill, Surrey Nov 30 Culross & Holt, Mincingln
LOOKER, MARY, Kingston hill, Surrey Nov 30 Culross & Holt, Mincingln
MARSHALL, ROBERT, Radford, Nottingham, Glass Dealer Nov 29 Smith, Notting-
ham
MAXEY, HENRY, Sheffield, Commercial Agent Dec 8 Branson & Son, Sheffield
MEW, JAMES, King's Bench walk, Temple, Barrister at Law Feb 7 Byrne, Sur-
rey st
MILLER, FRED, Brightlingsea, Essex Dec 11 Witley & Denton, Colchester
MOXHAM, JOHN, Preston, Contractor Dec 15 Cookson, Preston
MYERS, THOMAS FREDERICK, Hilldrop rd, Camden rd Dec 18 Clarke & Co, John st,
Bedford row
NELSON, JAMES, Las Palmas, Grand Canary Dec 31 Gibson & Co, Newcastle upon
Tyne
NOBLE, ELIZA ANNE, Henley on Thames Immediately Johnson & Co, New sq, Lin-
coln's inn
ORRNET, JAMES, St Kilda, nr Melbourne, Victoria Dec 15 Neill & Co, Greenock
PALLINER, RUDOLF THEODORUS BARON VAN, Park pl, St James st Nov 24 Lumley &
Lumley, Old Jewry chimbs
PASTER, CHARLES, Stevenage, Hertford Dec 31 E F & H Landon, New Broad st
PULLEN, CHARLES HENRY, Harrow rd Dec 8 Edwards & Co, Lawrence ln
ROBERSON, ROSA ANN, Tunbridge Wells Jan 16 Gower, Tunbridge Wells
ROBINSON, HARRIETT, Buxton Dec 31 Bennett & Co, Buxton
ROOKE, JAMES BRISTON, Kendal, Licensed Victualler Dec 15 Chorley, Kendal
ROSS, DR FREDERICK WILLIAM FORBES, New Cavendish st Dec 10 Cartwright &
Cunningham, Paternoster row
SHARPE, SARAH ELIZABETH, Hull Dec 24 Davis, Hull
THOMAS, GEORGE FREDERICK, Halifax, Butcher Dec 12 Hirst & Co, Halifax
TURNER, JAMES, Walthamstow Dec 14
WARBY, JOHN HENRY, Rhyl, Flint Dec 20 Locker, Birmingham
WARHURST, ISABELLA ELLEN, Scotforth, nr Lancaster Dec 31 Markland & White-
head, Manchester
WHITEHEAD, MARY, Hyde, Chester Dec 4 Slater, Hyde
WICKHAM, FRISCILLA, Crediton, Devon Dec 5 King, Royston, Herts
WILLET, DAVID, Carlton, nr Barnsley Dec 10 Raney & Sons, Barnsley

Bankruptcy Notices.

London Gazette—FRIDAY, Nov. 7.

RECEIVING ORDERS.

BAILLY, JOHN ARTHUR, High Holborn, Commercial Clerk High Court Pet Nov 5 Ord Nov 5
 BANHAM, GEORGE, Acton, Middx, Baker High Court Pet Oct 3 Ord Nov 4
 BARRON, WALTER GILBERT, Norwich, General Shopkeeper Norwich Pet Nov 5 Ord Nov 5
 BASU, P. N., St George's av, South Ealing, Law Student Brentford Pet Oct 9 Ord Nov 5
 BESLEY, HENRY WILLIAM, Hanley, Staffs, Clothier Hanley Pet Oct 20 Ord Nov 5
 BISGIE, EMANUEL, Butler st, Merchant High Court Pet Oct 6 Ord Nov 4
 BONNER, ERNEST EDWIN, Hove, Sussex Brighton Pet Oct 2 Ord Nov 4
 CHILD, WALTER, Southam, Warwick, Farmer Warwick Pet Nov 4 Ord Nov 4
 CLARK, JOHN ARTHUR CLAISSE, Grassington, Yorks, Commercial Traveller Bradford Pet Nov 4 Ord Nov 4
 CLARKE, FRANK STANLEY, Jermyn st, Bookmaker High Court Pet Sept 22 Ord Nov 4
 COATES, FREDERICK CHARLES, Bickley, Kent, Flour Factor Croydon Pet Nov 4 Ord Nov 4
 COLCLOUGH, CHARLES, Longton, Earthenware Manufacturer Stoke on Trent Pet Nov 5 Ord Nov 5
 COLE, TENNYSON, Cadogan sq High Court Pet Aug 26 Ord Nov 4
 DAVIS, WILLIAM HENRY, Saltley, Birmingham, Dealer in Gas and Electric Light Accessories Birmingham Pet Nov 4 Ord Nov 4
 DELAPORTE, W. F., Jermyn st High Court Pet Sept 26 Ord Nov 4
 FINE, ISAAC F., Cross Keys, Moomouth, Outfitter Newport, Mon Pet Oct 22 Ord Nov 5
 FREEDMAN, MORRIS, Manchester, Baker Manchester Pet Nov 5 Ord Nov 5
 FREIDMAN, MEYER, and HYMAN FREIDMAN, Roscoe st, City rd, Manufacturing Furriers High Court Pet Nov 2 Ord Nov 3
 GATES, EDWIN JAMES, Derby Derby Pet Nov 3 Ord Nov 3
 GOSS, ALBERT CHARLES, Leamington Spa, Boot Dealer Warwick Pet Nov 4 Ord Nov 4
 GWYNN, CLARENCE GASCOWNE, St Leonards on Sea Hastings Pet Oct 11 Ord Oct 29
 HAYES, CHARLES WILLIAM, Abbey Wood rd, Abbey Wood Cartage Company's Foreman Greenwich Pet Nov 3 Ord Nov 3
 HEALEY, DEBORAH, North Walsham, Norfolk Norwich Pet Nov 3 Ord Nov 3
 HOWARD, JOHN, Kettering, Northampton, Furniture Dealer Northampton Pet Nov 4 Ord Nov 4
 HUTTON, GEORGE, Manchester, Tailor Manchester Pet Nov 5 Ord Nov 5
 JONES, JOHN, Hirwaun, Glam, Bootmaker Aberdare Pet Nov 5 Ord Nov 5
 KELLY, HUGH, Colbridge, Stafford, Kiln Builder Hanley Pet Nov 5 Ord Nov 5
 KIRK, JOHN HENRY, Fawcett rd, Rotherhithe, Copper and Steel Plate Printer High Court Pet Nov 3 Ord Nov 3
 KNOWLES, ARTHUR J., Ironmonger in High Court Pet June 14 Ord Nov 5
 KURTZ, H. A., Seven Sisters rd, Tottenham, Baker Edmonton Pet Oct 4 Ord Nov 3
 LAFITTE, LOUIS, Upper Berkley st, Hairdresser High Court Pet Oct 8 Ord Nov 5
 LANGR, MAX, Surbiton, Surrey, American Lawyer Kingston, Surrey Pet Oct 7 Ord Nov 4
 LORIE, CHARLES, Salisbury House, London Wall High Court Pet Sept 1 Ord Nov 5
 LOWSON, PETER, Goshill, Lincs, Brick Manufacturer Great Grimsby Pet Nov 3 Ord Nov 3
 MCQUE, FREDERICK GEORGE, Boddington, nr Calne, Wilts, Farmer Swindon Pet Nov 4 Ord Nov 4
 MEKE, OCTAVIUS, Eridlington, Hairdresser Scarborough Pet Nov 3 Ord Nov 4
 PATTENDEN, WILLIAM ERNEST, Lydden, nr Dover Green-grocer Canterbury Pet Nov 3 Ord Nov 3
 PROOVER, GEORGE ETHERIDGE, Hunslow, Warehouseman Bletford Pet Nov 4 Ord Nov 4
 PRATT, PERCY ALFRED ERNEST, Bournemouth, Chauffeur Poole Pet Nov 5 Ord Nov 5

FURVIS, JOHN, Orchardfield, nr Shotley Bridge, North-umberland Farmer Newcastle upon Tyne Pet Oct 31 Ord Nov 4
 REES, JOHN, Abercarn, Mon, Grocer Newport, Mon Pet Nov 4 Ord Nov 4
 REES, RICHARD, Aberdare, Builder Aberdare Pet Nov 5 Ord Nov 5
 REVELL, ROLAND, Marlborough st High Court Pet Sept 12 Ord Nov 5
 REYNOLDS, WILLIAM THOMAS, Topsham, Devon, Farmer Exeter Pet Oct 31 Ord Nov 5
 RUSSELL, GEORGE, Kirbymoorside, York, Machinist Northallerton Pet Oct 29 Ord Nov 3
 SABBEN, HUBERT HART, Southsea Portsmouth Pet Sept 11 Ord Nov 3
 SAUNDERS, GEORGE, Garvestone, Norfolk Farmer Norwich Pet Oct 14 Ord Nov 3
 SCOTT, W. C., Enfield Lock, Middx, Chemist Edmonton Pet Oct 3 Ord Nov 3
 SHATFORD, HERBERT HARRY, Great Grimsby Bootmaker, Great Grimsby Pet Oct 31 Ord Oct 31
 SHERGOLD, JAMES, and CHARLES SHERGOLD, Hamworthy, Poole, Timber Merchant Poole Pet Nov 5 Ord Nov 5
 SHORE, WILLIAM, Southwark Bridge rd, Cap Manufacturer High Court Pet Nov 4 Ord Nov 5
 SMITH, CHARLES TOTTMAN SHERPHEED, Lewes, Sussex, Schoolmaster Lewes Pet Nov 3 Ord Nov 3
 STANLEY, WALTER SCOTT, Fagshot, Surrey, General Draper High Court Pet Oct 28 Ord Nov 3
 STEIN, MICHAEL, Devonport, Hat and Cap Manufacturer Plymouth Pet Oct 31 Ord Nov 3
 WAINWRIGHT, JOHN EDWARD, Wakefield, Farmer Wakefield Pet N v 1 Ord Nov 1
 WHITE, NICHOLAS, Great Winchester st High Court Pet Oct 11 Ord Oct 30
 WILSON, CHARLES, Clifton, Be's, Farmer Bedford Pet Oct 21 Ord Nov 3
 Amended Notice substituted for that published in the London Gazette of Oct 17:
 CRIBB, WALTER RALPH, Bradford, Commission Agent Leeds Pet Oct 15 Ord Oct 15

FIRST MEETINGS.

BAILLY, JOHN ARTHUR, High Holborn, Commercial Clerk Nov 18 at 1 Bankruptcy bid, s, Carey at
 BANHAM, GEORGE, Acton, Middx, Baker Nov 18 at 12.30 Bankruptcy bids, Carey at
 BISGIE, EMANUEL, Butler st, Merchant Nov 17 at 1 Bankruptcy bids, Carey at
 BONNER, ERNEST EDWIN, Hove Nov 15 at 11.30 Off Rec, 12a, Marlborough pi, Brighton
 CLARK, JOHN ARTHUR CLAISSE, Grassington, Yorks, Commercial Traveller Nov 17 at 11 Off Rec, 12, Duke st, Bradford
 CLARKE, FRANK STANLEY, Jermyn st, Bookmaker Nov 17 at 11 Bankruptcy bids, Carey at
 COATES, FREDERICK CHARLES, Bickley, Kent, Flour Factor Nov 17 at 12 132, York rd, Westminster Bridge rd
 COLE, TENNYSON Cadogan sq Nov 18 at 12 Bankruptcy bids, Carey at
 DELAPORTE, W. F., Jermyn st Nov 17 at 11.30 Bankruptcy bids, Carey at
 ELO-MER, WILLIAM GEORGE, Sleaford, Lincs, Tailor Nov 10 at 12 Off Rec, 10, Bank st, Lincoln
 FREIDMAN, MEYER, and HYMAN FREIDMAN, Roscoe st, City rd, Manufacturing Furriers Nov 17 at 12 Bankruptcy bids, Carey at
 HAYES, CHARLES WILLIAM, Abbey Wood, Kent, Cartage Company's Foreman Nov 17 at 11.30 132, York rd, Westminster Bridge rd
 HEALEY, DEBORAH, North Walsham Norfolk Nov 17 at 12 Off Rec, 8, King st, Norwich
 KIRK, JOHN HENRY, Fawcett rd, Rotherhithe, Copper and Steel Plate Printer Nov 18 at 11.30 Bankruptcy bids, Carey at
 KNOWLES, ARTHUR J., Ironmonger in Nov 19 at 12 Bankruptcy bids, Carey at
 LAWTON, JOSEPH ALFRED (deceased) and WILLIAM LAWTON GOODMAN, Liverpool, Coachbuilders Nov 18 at 3 Common Hall, Backs Hey, Liverpool
 LEES, THOMAS WALTER JAMES, Gloucester, Commission Agent Nov 15 at 12 Off Rec, Station rd, Gloucester
 LORIE, CHARLES, Salisbury House, London Wall Nov 19 at 1 Bankruptcy bids, Carey at
 MASON, WILLIAM GEORGE, Southwark, Norfolk, Farmer Nov 15 at 12 Off Rec, 8, King st, Norwich
 MOORE, THOMAS JAMES, Croydon, Horsehair Merchant Nov 17 at 11 132, York rd, Westminster Bridge rd

MORGAN, ALFRED ERNEST, Abergavenny, Fish Merchant Nov 17 at 2.45 Nevill Rooms, Nevill st, Abergavenny
 NOBLE, ALFRED, Norwich, General Furnisher Nov 17 at 2.30 Off Rec, 8, King st, Norwich
 PRATT, PERCY ALFRED ERNEST, Bournemouth, Chauffeur Nov 17 at 3.15 100, High st (first floor), Poole
 REVELL, ROLAND, Great Marlborough st Nov 19 at 12 Bankruptcy bids, Carey at
 RIMELL, CHARLES, Twickenham, Timber Merchant Nov 17 at 12 14, Bedford row
 SAUNDERS, GEORGE, Garvestone, Norfolk, Farmer Nov 15 at 12.30 Off Rec, 8, King st, Norwich
 SELBY, ARTHUR ROBERT, East Drayton, Farmer Nov 21 at 12 Off Rec, 10 Bank st, Lincoln
 SHATFORD, HERBERT HARRY, Great Grimsby, Bootmaker Nov 15 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
 SHERGOLD, JAMES, and CHARLES SHERGOLD, Hamworthy, Poole, Timber Merchant Nov 17 at 2.30 100, High st (first floor), Poole
 SHORE, WILLIAM, Southwark Bridge rd, Cap Manufacture Nov 19 at 1 Bankruptcy bids, Carey at
 SMITH, CHARLES TOTTMAN SHERPHEED, Lewes, Scho-l-master Nov 15 at 11 Off Rec, 12a, Marlborough pi Brighton
 SMITH, FREDERICK GEORGE, Ramsgate, Fancy Dealer Nov 17 at 11.15 Off Rec, 68a, Casle st, Canterbury
 STANLEY, WALTER SCOTT, Fagshot, Surrey, General Draper Nov 19 at 11 Bankruptcy bids, Carey at
 STOREY, WILLIAM, Kidgate, Louth, Druggist Nov 15 at 11.30 Off Rec, St Mary's chmbrs, Great Grimsby
 WAINWRIGHT, JOHN EDWARD, Wakefield, Teamer Nov 17 at 11 Off Rec, 21, King st, Wakefield
 WEST, CHARLES FREDERICK, Timberland, Lincoln, Wheelwright Nov 20 at 12.30 Off Rec, 10, Bank st, Lincoln
 WHITE, NICHOLAS, Great Winchester st Nov 19 at 11.30 Bankruptcy bids, Carey at
 WILLS, DOUGLAS, Exeter, Grocer Nov 17 at 3.30 Off Rec, 9, Bedford rd, Exeter

ADJUDICATIONS.

ALLEN, HARRIETT JANE, Margate, Hotel Proprietress Canterbury Pet Oct 18 Ord Nov 1
 BAILLY, JOHN ARTHUR, High Holborn, Commercial Clerk High Court Pet Nov 5 Ord Nov 5
 BARRON, WALTER GILBERT, Norwich, General Shopkeeper Norwich Pet Nov 5 Ord Nov 5
 BONNER, ERNEST EDWIN, Hove, Sussex Brighton Pet Oct 2 Ord Nov 5
 BRANDENBURG, FREDERICK ADOLPH, Newcastle upon Tyne, Wholesale Provision Merchant High Court Pet Aug 26 Ord Nov 4
 CHILD, WALTER, Southam, Warwick, Farmer Warwick Pet Nov 4 Ord Nov 4
 CHISHOLM, ROBERT WILLIAM, Newcastle upon Tyne, Cork Merchant Newcastle upon Tyne Pet Oct 9 Ord Nov 4
 CLARK, JOHN ARTHUR CLAISSE, Grassington, Yorks, Commercial Traveller Bradford Pet Nov 4 Ord Nov 4
 CLEMENTS, WILLIAM, Broadstairs, Kent, Contractor Canterbury Pet Oct 18 Ord Nov 3
 COATES, FREDERICK CHARLES, Bickley, Kent, Flour Factor Croydon Pet Nov 4 Ord Nov 4
 COOK, BERTIE NEALE, Maltby, Essex, Licensed Victualler Chelmsford Pet Oct 27 Ord Nov 5
 COWAN, PETER STALKER, Colchester, Horse Medicine Manufacturer Colchester Pet Oct 6 Ord Nov 4
 DAVIS, WILLIAM HENRY, Saltley, Birmingham, Dealer in Gas and Electric Light Accessories Birmingham Pet Nov 4 Ord Nov 4
 FREEDMAN, MORRIS, Manchester, Baker Manchester Pet Nov 5 Ord Nov 5
 GATES, EDWIN JAMES, Derby, Manager, Labour Exchange Derby Pet Nov 3 Ord Nov 3
 GOSS, ALBERT CHARLES, Leamington Spa, Boot and Shoe Dealer Warwick Pet Nov 4 Ord Nov 4
 HAYES, CHARLES WILLIAM, Abbey Wood, Kent, Cartage Company's Foreman Greenwich Pet Nov 3 Ord Nov 3
 HEALEY, DEBORAH, North-Walsham, Norfolk Norwich Pet Nov 3 Ord Nov 3
 HOWARD, JOHN, Kettering, Northampton, Furniture Dealer Northampton Pet Nov 4 Ord Nov 4
 HUTTON, GEORGE, Manchester, Tailor Manchester Pet Nov 5 Ord Nov 5

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

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APPLY FOR PROSPECTUS.

JENYLL, ARTHUR JOSEPH, Threadneedle st, Solicitor High Court Pet Aug 11 Ord Nov 4
 JONES, JOHN, Hirwain, Glam, Bootmaker Aberdare Pet Nov 5 Ord Nov 5
 KELLY, HUGH, Cobridge, Staffs, Kiln Builder Hanley Pet Nov 5 Ord Nov 5
 KIRK, JOHN HENRY, Fawcett rd, Rotherhithe, Copper and St. el Plate Printer High Court Pet Nov 3 Ord Nov 3
 LOWSON, PETER, Goxhill, Lincs, Brick Manufacturer Great Grimby Pet Nov 2 Ord Nov 3
 MATTHEWS, WILLIAM RICHARD, Plymouth, Cycle Agent Plymouth Pet Sept 29 Ord Nov 5
 MCQUIE, FREDERICK GEORGE, Heddington, nr Calne, Wils, Farmer Swindon Pet Nov 4 Ord Nov 4
 PATTERSON, WILLIAM ERNEST, Dover, Greengrocer Canterbury Pet Nov 3 Ord Nov 3
 PERRINS, FREDERICK SHEDDEN, Margate, Dairyman Canterbury Pet Nov 3 Ord Nov 1
 POLLARD, PERCY VINER DIXON, Bournemouth, Retail Jeweller Poole Pet Sept 26 Ord Nov 5
 PRATT, PERCY ALFRED ERNEST, Bournemouth, Chauffeur Poole Pet Nov 5 Ord Nov 5
 PURVIS, JOHN, Orchardfield, nr Shotley Bridge, Northumberland, Farmer Newcastle upon Tyne Pet Oct 31 Ord Nov 4
 REES, JOHN, Abercarn, Mon, Grocer Newport, Mon Pet Nov 4 Ord Nov 4
 REES, RICHARD, Aberdare, Builder Aberdare Pet Nov 5 Ord Nov 5
 REYNOLDS, WILLIAM THOMAS, Topsham, Devon, Farmer Exeter Pet Oct 31 Ord Nov 5
 ROBERTS, GEORGE WILLIAM, Ludlow, Salop, Veterinary Surgeon Leominster Pet Sept 20 Ord Nov 3
 SEAMAN, HENRY, Weston super Mare, Splinter Bridgewater Pet Sept 23 Ord Nov 5
 SHATFORD, HERBERT HARRY, Great Grimby, Bootmaker Great Grimby Pet Oct 31 Ord Oct 31
 SHERGOLD, JAMES, and CHARLES SHERGOLD, Hamworthy, Poole, Timber Merchants Poole Pet Nov 5 Ord Nov 5
 SIMS, GEORGE FREDERICK VERNON, Broad Street bldgs, Company Promoter High Court Pet June 27 Ord Oct 30
 SMITH, CHARLES TOTTAM SHEPHERD, Lewis, Schoolmaster Lewes Pet Nov 3 Ord Nov 3
 SMITH, CORNELIUS, Anstey, Leicester Boot Manufacturer Leicester Pet Oct 17 Ord Nov 3
 TYERS, THOMAS, Chollerton, Wall, Northumberland, Shepherd, Newcastle upon Tyne Pet Oct 29 Ord Nov 4
 VERD, ARTHUR JOHN, Rochester, Kent, Licensed Victualler Rochester Pet Oct 29 Ord Nov 4
 WAINWRIGHT, JOHN EDWARD, Wakefield, Farmer Wakefield Pet Nov 1 Ord Nov 1
 ZWANZIGER, JOHN BERGMANN CHRISTIAN, Hastings, Wholesale Confectioner Hastings Pet Oct 30 Ord Nov 3

Amended Notice substituted for that published in the London Gazette of Oct 17:
 DANIEL, HARRY AUGUSTUS HOOD, Union et, Old Broad st High Court Pet Sept 1 Ord Oct 5

Amended Notice substituted for that published in the London Gazette of Oct 14:
 THOMAS, JOSEPH, Barry, Glam, Weigher Cardiff Pet Oct 8 Ord Oct 8

Amended Notice substituted for that published in the London Gazette of Oct 17:
 CRIBB, WALTER RALPH, Eccleshill, Bradford, Commission Agent Leeds Pet Oct 15 Ord Oct 15

ADJUDICATION ANNULLED.
 LEWIS, CHARLES, Old Trafford, Lancs, Electrical Engineer Man hester Adj Jan 29 Annual Oct 31

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.
 HARDING, SAMUEL DAVID, Middlewich, Cheshire, Printer Nantwich Rec Oct 5 May 30 Adjud May 30 Rec and Annual Oct 22

London Gazette.—TUESDAY, Nov. 11.

RECEIVING ORDERS.

ARMITAGE, ALFRED, Leeds, Joiner's Manager Leeds Pet Nov 5 Ord Nov 5
 BERNAN, BARNETT, Clapham, Draper Wandsworth Pet Oct 30 Ord Nov 6
 BERRY, THOMAS, Mossley, Lancaster, Coal Agent Ashton under Lyde Pet Oct 20 Ord Nov 7
 BRETT ROBERT FREDERICK MEDWIN, Faversham, Kent Signalman Canterbury Pet Nov 10 Ord Nov 10
 BRIDGES, EDWARD JOHN, Preston, Glou, Farmer Swindon Pet Nov 6 Ord Nov 6
 BURGESS, WILLIAM, Chipstead, Surrey, Farmer Croydon Pet Nov 5 Ord Nov 5
 DICKINSON, CHARLES RICHARD, Sutton on Sea, Lincoln, Grocer Boston Pet Nov 8 Ord Nov 8
 DONALD, WILLIAM CAMPBELL, Newcastle upon Tyne, Domestic Machinery Dealer Newcastle upon Tyne Pet Nov 5 Ord Nov 5
 EARLE, THOMAS HENRY, Copnor, Portsmouth, Hants, Grocer Portsmouth Pet Nov 8 Ord Nov 8
 ECCLESTON, JAMES JOB, Wordsley, Staffs, Publican Stourbridge Pet Sept 26 Ord Nov 4
 ELLIS, WILLIAM ROBERTS, Corwen, Merioneth, Physician and Surgeon Wrexham Pet Nov 5 Ord Nov 5
 FLOOD-MURRAY, MARJORIE MARY, Battle, Sussex Hastings Pet Nov 6 Ord Nov 6
 KEY, JOSEPH, Salford, Lancs, Warehouseman Manchester Pet Nov 6 Ord Nov 6
 LANDER, JOHN WILLIAM, Loxton, near Leigh, Lancs, Farmer Bolton Pet Nov 7 Ord Nov 7
 LEVINE, JOHN, Brithdir, Glam, Outfitter Merthyr Tydfil Pet Oct 25 Ord Nov 6
 NORTHOVER, TOM, Dorchester, Motor Engineer Dorchester Pet Nov 4 Ord Nov 4
 NORTHOVER, WILLIAM, Dorchester, Motor Engineer Dorchester Pet Nov 4 Ord Nov 6
 ORDWAY, ALBERT ROBERT, Whitehorse st, Stepney, Meat Carrier High Court Pet Nov 8 Ord Nov 8

PRATT, HERBERT SYDNEY, Dover, Builder Canterbury Pet Nov 7 Ord Nov 7
 PRITCHARD, ARTHUR, Merthyr Tydfil, Licensed Victualler Merthyr Tydfil Pet Nov 7 Ord Nov 7
 RAWSON, FREDERICK ERNEST, Manchester, Journeyman Stonemason Manchester Pet Nov 7 Ord Nov 7
 REES, WILLIAM, Dinas Powis, Glam, Builder Cardiff Pet Nov 7 Ord Nov 7
 RESCOE, A O, Bletchley, Bucks, Gas Engineer High Court Pet Sept 10 Ord Nov 6
 SHOFELL FRANCIS & Co, Copthall house, Copthall av, Merchants High Court Pet Sept 24 Ord Nov 7
 SHUTTLEWORTH, THOMAS, Kelbrook, Yorks, Farmer Bradford Pet Nov 6 Ord Nov 6
 SMITHER, WILLIAM ALFRED, Dorchester, Builder Dorchester Pet Nov 6 Ord Nov 6
 THURMAN, TOM EDWARD, Nottingham, Beer Off Shopkeeper Nottingham Pet Oct 25 Ord Nov 7
 TOD, WILLIAM, Herbert cres Windsor Pet Oct 11 Ord Nov 8
 WALDEN, MATTHEW HENRY, Frankfort rd, Herne hl, Builder High Court Pet Sept 26 Ord Nov 6
 WILDISH, E J, S Woodford, Essex, Hoiler, &c High Court Pet Oct 19 Ord Nov 6
 WILSON, J C, Grafton st, Bond st High Court Pet July 4 Ord Nov 6

Amended Notice substituted for that published in the London Gazette of Nov 7:
 SCOTT, WILLIAM CAROL, Enfield Lock, Chemist Edmonton Pet Oct 9 Ord Nov 3

FIRST MEETINGS.

ARMITAGE, ALFRED, Leeds Nov 19 at 11 Off Rec, 24, Bond st, Leeds
 BAINBRIDGE, HENRY, Middleton in Teesdale, Durham Nov 20 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlebrough
 BARRON, WALTER GILBERT, Rose ln, Norwich, General Shopkeeper Nov 19 at 12.30 Off Rec, 8, King st, Norwich
 BERNAN, BARNETT, Clapham, Draper Nov 19 at 11.30 132, York rd, Westminster Bridge rd
 BRETT, ROBERT FREDERICK MEDWIN, Faversham, Kent, Signalman Nov 19 at 11 Off Rec, 68, Castle st, Canterbury
 BURGESS, WILLIAM, Redhill, Farmer Nov 21 at 11 132, York rd, Westminster Bridge rd
 CHILD, WALTER, Southam, Warwick, Farmer Nov 19 at 3 Off Rec, 8, High st, Coventry
 COCKAYNE, HENRY, Drewsteignton, Devon Nov 19 at 2.15 Bankruptcy bldgs, Carey st
 COLCLOUGH, CHARLES, Longton, Earthenware Manufacturer Nov 20 at 12 Off Rec, King st, Newcastle, Staffordshire
 DAVIS, WILLIAM HENRY, Salfrey, Birmingham Dealer in Gas and Electric Light Accessories Nov 19 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
 ECCLESTON, JAMES JOB, Wordsley, Staffs, Publican Nov 19 at 12 Off Rec, 1 Priory st, Dudley
 FLOOD-MURRAY, MARJORIE MARY, Battle, Sussex Farmer Nov 19 at 3 Off Rec, 124, Marlborough pl, Brighton
 FRIEDMAN, MORRIS, Manchester, Baker Nov 19 at 3 Off Rec, Byrom st, Manchester
 GATES, EDWIN JAMES, Derby, Manager, Labour Exchange Nov 20 at 11 Off Rec, 12, St Peter's churchyard, Derby
 GOSS, ALBERT CHARLES, Leamington Spa, Boot Dealer Nov 20 at 11 Off Rec, 8, High st, Coventry
 GWYNN, CLARENCE GAYSCONE, St Leonards on Sea Nov 19 at 2.30 Off Rec, 124, Marlborough pl, Brighton
 HOWARD, JOHN, Kettering, Furniture Dealer Nov 19 at 10.45 Off Rec, The Parade, Northampton
 JENKINS, CAROLINE, Swansley, Fruitfuler Nov 20 at 12 Off Rec, Government bldgs, St Mary's at Swansley
 JONES, DAVID JENKYN, Llan-gonydd, Glam, Farmer Nov 20 at 3 Off Rec, 117, St Mary st, Cardiff
 JONES, JOHN, Hirwain, Glam, Bootmaker Nov 21 at 11.45 Temperance Hall, Aberdare
 KELLY, HUGH, Cobridge, Staffs, Kiln Builder Nov 19 at 3 Off Rec, King st, Newcastle, Staffs
 LAFITTE, LOUIS, Upper Berkeley st, Hairdresser Nov 21 at 11 Bankruptcy bldgs, Carey st
 LANGE, MAX, Moorgate st, American Lawyer Nov 19 at 11 132, York rd, Westminster Bridge rd
 LOWSON, PETER, Goxhill, Lincs, Brick Manufacturer Nov 19 at 11 Off Rec, St Mary's chmbrs, Great Grimby
 MATTHEWS, WILLIAM RICHARD, Plymouth, Cycle Agent Nov 20 at 3.30 7, Buckland ter, Plymouth
 MCGROARTY, R, Birmingham, Engineer Nov 19 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
 MCQUIE, FREDERICK GEORGE, Calne, Wils, Farmer Nov 20 at 3.30 Off Rec, 38, Regent cir, Swindon
 MEKE, OCTAVIUS, Bridlington, Hairdresser Nov 25 at 4 Off Rec, 48, Westborough, Scarborough
 OLLITT, GEORGE ROBERT, Martham, Norfolk, Baker Nov 22 at 12 Off Rec, 8, King st, Norwich
 ORDWAY, ALBERT ROBERT, Whitehorse st, Stepney, Meat Carrier Nov 21 at 12 Bankruptcy bldgs, Carey st
 PURVIS, JOHN, Orchardfield, nr Shotley Bridge, Northumberland, Farmer Nov 21 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
 REES, JOHN, Abercarn, Mon, Grocer Nov 19 at 11 Off Rec, 144, Commercial st, Mon
 REES, RICHARD, Aberdare, Builder Nov 21 at 12 Temperance hall, Aberdare
 REYNOLDS, WILLIAM THOMAS, Topsham, Devon, Farmer Nov 20 at 3 Off Rec, 9, Bedford cir, Exeter
 ROBERTS, GEORGE WILLIAM, Ludlow, Salop, Veterinary Surgeon As previously gazetted
 RESCOE, A O, Bletchley, Bucks, Gas Engineer Nov 20 at 1 Bankruptcy bldgs, Carey st
 RUSSELL, GEORGE FLETCHER, Kirbymoorside, Yorks, Machinist Nov 20 at 12 Off Rec, Court chmbrs, Albert rd, Middlebrough
 SABBEN, HUBERT HART, Southsea, Hants Nov 20 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 SCOTT, WILLIAM CAROL, Enfield Lock, Chemist, &c Nov 19 at 3 14, Bedford row
 SHAW, JOHN, Church Broughton, Derby, Farmer Nov 20 at 12 Off Rec, 12, St Peter's churchyard, Derby

SHOVELL, FRANCIS & Co, Copthall house, Copthall av, Merchants Nov 21 at 1 Bankruptcy bldgs, Carey st
 SHUTTLEWORTH, THOMAS, Kelbrook, Yorks, Farmer Nov 20 at 12 Off Rec's chmbrs, 12, Duke st, Bradford
 STEIN, MICHAEL, Devonport, Hat and Cap Manufacturer Nov 21 at 12 11, St Aubyn st, Devonport
 WALDEN, MATTHEW HENRY, Frankfort rd, Herne Hill, Builder Nov 20 at 11.30 Bankruptcy bldgs, Carey st
 WILDISH, E J, South Woodford, Essex, Hoiler Nov 20 at 12 Bankruptcy bldgs, Carey st
 WILSON, J C, Grafton st, Bond st Nov 20 at 11 Bankruptcy bldgs, Carey st

THE CHURCH ARMY

Earnestly asks Aid for its Extensive Work (Social and Evangelistic) on behalf of the OUTCAST AND DISTRESSED.

120 LABOUR HOMES and similar institutions for reclamation of criminals, loafers, and social wreckage generally, male and female.

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Numerous Probation Officers under Proclamation of Offenders Act. FUNDS, Old Clothes, and Firewood Orders (3s. 6d. per 100 bundles) urgently required. Also offers of VOLUNTARY SERVICE.

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President: THE EARL OF CHESTERFIELD, G.C.V.O.
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INFANT ORPHAN ASYLUM, WANSTEAD.

PATRON—HIS MAJESTY THE KING.

The Next Half-Yearly Election will be held on Thursday, November 27th, at the Cannon Street Hotel, when 20 infants will be elected, viz., 12 boys and 8 girls. The Chair will be taken by Alderman Sir G. Wyatt Truscott, Bart., Treasurer, at 11 o'clock precisely. Annual Subscriptions of half-a-guinea or Life Subscriptions of five guineas will entitle the donors to give one vote to any child on the list. COMM. HARRY C. MARTIN, R.N., Secy. and Supt. Offices: 63, Ludgate Hill, E.C.

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